

Exhibit 12

المملكة العربية السعودية
وزارة الدفاع والطيران
رئاسة الطيران المدني
ادارة هندسة الممرات الجوية

ANSS-VI

8 OF 10

عقد رئاسة الطيران المدني/هندسة الممرات الجوية ٢٠٠٠-٢٠٥
لدعم وتشغيل وصيانة نظام الملاحة الجوية - ٦
المجلد ١ - النسخة الإنجليزية

صيغة العقد
الشروط العامة
الشروط الخاصة
الشروط المالية والمرفقات
خطط الإدارة والتشغيل والمرفقات



CONTRACT NO. PCA-AE-2000-025
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS-VI) PROGRAM

VOLUME I - ENGLISH

FORM OF CONTRACT
GENERAL CONDITIONS
SPECIAL CONDITIONS
FINANCIAL CONDITIONS AND ATTACHMENTS
MANAGEMENT AND OPERATIONS PLANS AND ATTACHMENTS
THE KINGDOM OF SAUDI ARABIA

Ministry of Defence and Aviation
Presidency of Civil Aviation
Airways Engineering Directorate

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EXHIBIT - A
FORM OF CONTRACT

DA001359

VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT - A - FORM OF CONTRACT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
1	PURPOSE OF THE CONTRACT	2 of 5
2	CONTRACT DOCUMENTS	2 of 5
3	DURATION OF THE CONTRACT	3 of 5
4	PERIOD OF GUARANTEE OF THE WORKS	3 of 5
5	VALUE OF THE CONTRACT	3 of 5
6	PAYMENT	4 of 5
7		4 of 5
8	THE LAWS GOVERNING THE CONTRACT	4 of 5



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EXHIBIT - A - FORM OF CONTRACT
PRINCIPAL DOCUMENT OF THE CONTRACT

This agreement was concluded in the city of Jeddah on 14/9/1422H corresponding to 29/11/2001G between

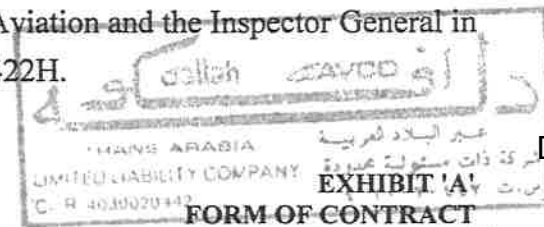
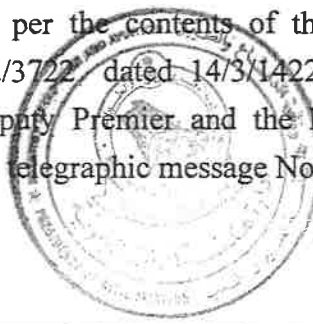
- I. The Ministry of Defence and Aviation and Inspectorate General (PCA), represented by H.R.H. The Second Deputy Premier, The Minister of Defence and Aviation and Inspector General, Prince Sultan bin Abdulaziz, for signature of this Contract, hereinafter referred to as (The Employer) First Party.

- II. Dallah Avco Trans Arabia Company, pursuant to the rules and regulations of the Kingdom of Saudi Arabia, Commercial Registration No. 4030020442, dated 11/1/1399, Permanent Address: PO Box 430, Jeddah 21411, Tlx No. 401482 DALLAH SJ, Fax No. 6172153 represented by for signature of this Contract, as authorized by a Power of Attorney issued by the Jeddah Notary Public No. 43, dated 7/8/1409H., Mr. Abdullah Saleh A. Kamel, Chief Executive in his capacity as the authorized representative, hereinafter referred to as (The Contractor) Second Party.

And in light of the wish of the Employer to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System (ANSS).

Whereas, the Contractor has submitted his proposal as per letter No. (No Number) dated (No Date), and with reference to the letter of reduction No. RMA/1165/21/15/11 dated 3/4/1422H. corresponding to 24/6/2001, to implement, complete and maintain these works, after having acquainted himself with the Contract terms, specifications, plans as well as all documents attached hereto and the Law of Securing the Purchases of the Government and implementing its Projects and Works issued by Royal Decree No. M/14 dated 7-4-1397H. and its executive regulation.

As per the contents of the letter of the Ministry of Finance and National Economy No. 8/2/3722 dated 14/3/1422H. and pursuant to the instructions of H.R.H. the Second Deputy Premier and the Minister of Defence and Aviation and the Inspector General in his telegraphic message No. 1/1/4/5493 dated 27/3/1422H.



DA001361

And whereas, the Royal Approval of Contract Award No. 3/646/M dated 6/6/1422H. was issued.

And also, in light of the fact that the Contractor's bid has been accepted by the employer, the two aforementioned parties agreed on the following:

Article No. 1 - Purpose of the Contract

The purpose of this Contract is to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System.

This includes the provision of materials, equipment, labor and all things necessary for the implementation, completion and maintenance of the works indicated in the Contract, as well as all provisional, additional and complementary works and modifications requested from the Contractor by the Employer as for the terms and documents of the Contract.

Article No. 2 - Contract Documents

2.1 This Contract consists of the following documents:

1) Volume - I

- a. Form of the Contract (Exhibit A)
- b. General Conditions (Exhibit B)
- c. Special Conditions (Exhibit B)
- d. Financial Conditions & Attachments (Exhibit C)
- e. Management & Operation Plans (Exhibit D)

2) Volume - II

- a. Airways Engineering Directorate (Exhibit E)
- b. Maintenance & Operations & Attachments (Exhibit F)
- c. Logistics Supplies & Service & Attachments (Exhibit G)

Volume - III

- Manmonth Personnel (Exhibit H)
- Positions for ANSS & Attachments (Exhibit I)
- Manpower Development & Training Plan (Exhibit J)
- Saudiization Plan (Exhibit K)



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- 4) **Volume - IV - Position Descriptions**
- 5) **Letter of Award or Acceptance of Bid**

- 2.2 These documents are a whole entity; each one is an inherent part of the Contract and interprets and complements the others.
- 2.3 In case of contradiction between the provisions of the Contract documents, each document prevails upon the one that follows it in the order indicated in paragraph one of this article.

Article No. 3 - Duration of the Contract

- 3.1 The Contractor undertakes to implement and complete all works referred to in the Contract within three (3) Calendar (Gregorian) years, commencing on 18/6/1422H. corresponding to 6/9/2001, as per H. M. approval No. 3/646/M dated 6/6/1422H (25/8/2001).
- 3.2 If the Contractor delays the implementation of the works referred to in the previous paragraph, he shall become subject to the application of the penalty of delay stipulated in Article (36) of the Government Purchases Procurement and Project and Works Execution Law.

Article No. 4 - Period of Guarantee of the Works

The Contractor shall fully guarantee the works that constitute the object of the Contract for a period that starts from the date of preliminary acceptance and ends on the date of final acceptance.

Article No. 5 - Value of the Contract

- 5.1 The total value of the Contract amounts to Saudi Riyals Three Hundred Sixty Eight Million Nine Hundred Thousand (SR368,900,000) payable in exchange of the implementation of the Contract according to the conditions, specifications, plans, list of quantities and other Contract documents.



DA001363

5.2 This total value is subject to increase or decrease depending on the change in the amount of actual works implemented by the Contractor as per the Contract and depending on the additional and complementary works and modifications that the Contractor effects at the request of the employer and within the limits stipulated in the conditions of the Contract. This should not increase Contractor's due entitlements more than the project allocations, pursuant to Cabinet of Ministers Resolution No. 30 dated 19/2/1408H and its amendments.

Article No. 6 - Payment

The Employer shall pay the amount of the Contract in the manner and at the times specified in the General Conditions and as set forth in the Financial Conditions of the Contract in exchange of the implementation and completion of the said works by the Contractor.

Article No. 7

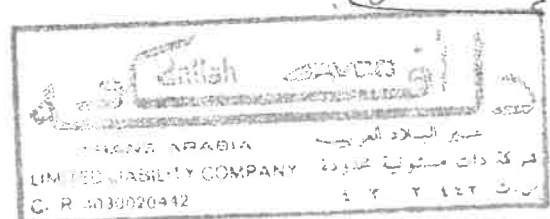
Notwithstanding the other regulations, the Contractor shall admit not having paid or promised to pay any amounts or provide any advantages in order to win this Contract. Should the contrary be established, the amounts paid or promised by the Contractor shall be deducted from any amounts due to the Contractor; in addition, the Employer shall have the right to abrogate the Contract without compensation and the Contractor and his employees shall be held responsible for such behavior.

Article No. 8 - The Laws Governing the Contract

The interpretation and implementation of this Contract as well as the settlement of any claims resulting from the signature of such Contract shall be subject to the laws and regulations enforced in the Kingdom of Saudi Arabia.



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EXHIBIT 'A'
FORM OF CONTRACT

IN WITNESS THEREOF, the two Parties have duly signed this document at the above-mentioned place and time.

First Party

Ministry of Defence & Aviation
Presidency of Civil Aviation

Second Party

Dallah Avco Trans Arabia Company

Title: Second Deputy Prime Minister
Minister of Defence & Aviation
and Inspector General

Title: Chief Executive

 Name : H.R.H. Prince Sultan bin A/Aziz

Name : Abdullah Saleh Kamel

Signature: _____

Date : _____

 Signature: _____

Date : _____

Stamp : _____

Stamp : _____



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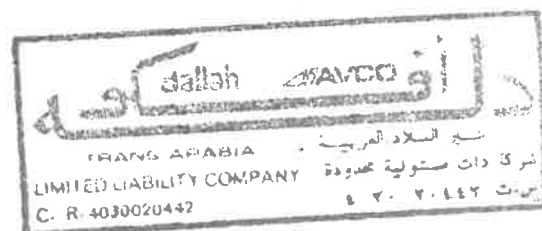
EXHIBIT 'A'
FORM OF CONTRACT

EXHIBIT - B
GENERAL CONDITIONS

DA001366

VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT B - GENERAL CONDITIONS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
1	DEFINITIONS AND INTERPRETATIONS	1 of 39
2	AUTHORITY OF THE GOVERNMENT REPRESENTATIVE	5 of 39
3	RELINQUISHMENT TO OTHER PARTIES CONFIDENTIALITY AND NON-DISCLOSURE	6 of 39
4	SUBCONTRACTING	6 of 39
5	SCOPE OF THE CONTRACT	7 of 39
6	LANGUAGE OF THE CONTRACT	7 of 39
7	EXAMINATION OF CONTRACTOR'S RECORD	8 of 39
8	PERFORMANCE BOND	8 of 39
9	SUFFICIENCY OF BID	10 of 39
10	EXECUTION OF THE WORK	10 of 39
11	WORK SCHEDULE	13 of 39
12	CONTRACTOR REPRESENTATION AND SUPERVISION	13 of 39
13	THE CONTRACTOR'S PERSONNEL	13 of 39
14	REMAINS OF ANTIQUITIES, VALUABLE ITEMS AND OTHERS	14 of 39
15	PATENT RIGHTS OWNERSHIP	15 of 39
16	GENERAL LIABILITY	15 of 39
17	USE OF LABOUR	16 of 39
18	LIST OF WORKERS	16 of 39
19	ACCESSING THE SITE	16 of 39



VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT B - GENERAL CONDITIONS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
20	SUSPENSION, TERMINATION FOR DEFAULT AND OPTIONAL TERMINATION	17 of 39
21	ACCEPTABLE PERFORMANCE LEVELS	21 of 39
22	SEARCH FOR DEFECTS	22 of 39
23	CONTRACT CHANGES	22 of 39
23-1	CHANGES	22 of 39
23-2	ORDERS FOR CHANGES TO BE IN WRITING	23 of 39
24	VALUATION OF CHANGES. CHANGE NOTICES, AND CLAIMS	23 of 39
24A	VALUATION OF CHANGES	23 of 39
24B	CHANGE NOTICES	24 of 39
24C	CLAIMS	25 of 39
25	WITHDRAWING THE WORK FROM THE CONTRACTOR	25 of 39
26	SPECIAL RISKS, FORCE MAJEURE	26 of 39
27	SPECIAL RISK, WAR	27 of 39
28	CONTRACT INTERPRETATION AND SETTLEMENT OF DISPUTES	27 of 39
29	SENDING NOTIFICATIONS	28 of 39
30	NEGLECT ON THE PART OF THE EMPLOYER	29 of 39
31	TAXES AND FEES	29 of 39
32	IMPORT AND CUSTOM REGULATION	29 of 39
33	WORDS AND PHRASES	30 of 39



VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT - B - GENERAL CONDITIONS

ARTICLES:

1 - DEFINITIONS AND INTERPRETATIONS

1. The following words and expressions have the meanings that immediately follow them unless explicitly or implicitly mentioned in the text.

a. **"The Employer (Government)"** means Government of the Kingdom of Saudi Arabia, Ministry of Defence and Aviation and Inspectorate General, Presidency of Civil Aviation or any other Government agency to whom the right of overseeing the works and services assigned.

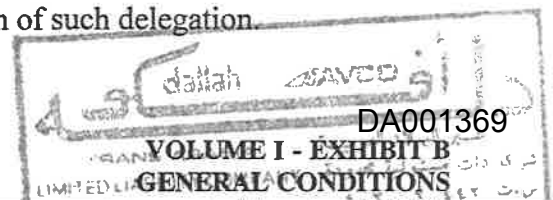
"Government Agency" means any entity of the Government of the Kingdom of Saudi Arabia.

b. **"Contractor"** means the Party who has been awarded the Contract by the Government and it includes Contractor's personnel, representatives, successors, permitted assignees, and subcontractors.

c. **"Contract"** means those documents deemed to form and be read and considered as part of the signed Contract, including: Principal Document of the Contract, General Conditions; Special Conditions; Financial Conditions; Statement of Work (SOW), Scope of Services and Attachments; all documents referenced and incorporated by the said Sections and Attachments.

d. **"Government Representative"** means the President, Presidency of Civil Aviation or his designated representative(s), Contracting Officer, in connection with the administration of all or any part of the Services.

e. **"Designee"** means a person, either Contractor personnel or Government personnel, as appropriate, who is delegated or commissioned to act in the stead of a person with prime responsibility and authority to perform acts contemplated; any delegation from the Government to the Contractor shall be in writing and shall define the limits and duration of such delegation.

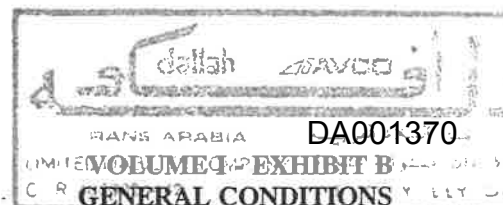


- f. The **"Air Navigation System"** or **"The System"** means all Air Traffic Control, Air Navigation and Aeronautical Communications facilities, equipment, systems, sub- systems, and associated or supporting environmental systems as identified in Volume II and as may be added to by the Government from time to time.
- g. **"Subcontractor"** shall mean an individual, association, company, or entity entering into an agreement with the Contractor to provide a specified part of the work or to provide all or certain specified materials required by the Contract or identified by the Government subsequent to the signature of the Contract.
- h. **"Services and or Work"** means all the work to be executed in accordance with Volume II, Statement of Work (SOW) and Volume III, Scope of Services of this Contract.
- i. **"Temporary Services"** means all temporary work of every kind required in or about the execution, completion, or performance of the Services.
- j. **"Temporary Duty"** shall mean work performed by Contractor personnel at a geographical location other than the one where such personnel are assigned to work or where such personnel normally reside. Work performed in the same city or town shall not be included in this definition.
- k. **"Sites"** means the lands and other places on which the Services and Work are to be provided in the remote locations and within the boundary limits of the airports specifically designated in the Statement of Work (SOW), Volume II, except that when the context so indicates the meaning shall include from whence the Services are provided.
- l. **"Facilities"** means the combination of electronic, environmental, and electromechanical systems, subsystems, and equipment when collocated and interconnected within a given location or locations provides a function or contributes to a function; the sum of which functions supports operations of the Saudi Arabian Air Navigation System.



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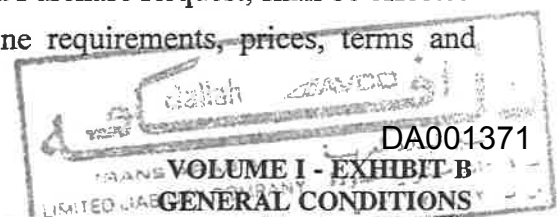


- m. **"Personnel"**, or **"Employees"**, or **"Staff"**, or **"Contractor Personnel"** shall mean any persons employed for the purpose of implementing the Contract, whether employed directly by the Contractor or through its subcontractors.
- n. **"Man-month"** means a monthly billing unit for the services and authorized entitlements of individual personnel employed by the Contractor in positions identified in Volume III, Exhibit I, Manning Schedule. The said services and authorized entitlements are described in Volume II, Statement of Work (SOW) of the Contract.
- o. **"Manning Billing Summary"** shall mean the Contractor furnished list of all the Contractor's technical, engineering, and support personnel assigned to the Contract and identified in the manning lists of Volume III.
- p. **"Contract Price"** means the total amount of this Contract as set forth in the Contract subject to such additions thereto or deductions therefrom as may be made due to issuance and execution of Contract Changes, Modifications, or Amendments.
- q. The **"Purchase Requisition"** is the form used by the Government to provide specifications of materials required to be provided by the Contractor and is the document authorizing such purchases.
- r. **"Purchase Order"** shall mean the document issued by the Contractor to his Vendor after being approved and authorized by the Government representative or his designee confirming the details of purchase both as to technical specifications and commercial terms and conditions.
- s. The **"Vendor"** shall mean the company, organization, supplier or individual selected to provide material and/or services to the Government, through the Contractor.
- t. A **"Letter of Instruction" (LOI)** issued by the Government and accepted by the Contractor will be used to request materials and/or services of a special nature to be procured within or out of the Kingdom. All directed source procurements, other than those normally associated with a Purchase Request, shall be effected by an LOI. The LOI will clearly define requirements, prices, terms and



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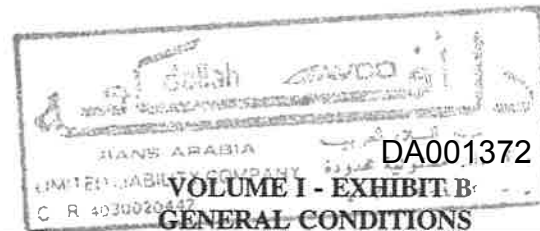
conditions, and responsibilities of the Government and Contractor. LOIs will be submitted in accordance with Volume II, Attachment A, of Exhibit G, Logistics Supplies and Services.

- u. **"Approval"** refers to the written approval, including subsequent written confirmation of any previous verbal approvals.
- v. **"Singulars and Plurals"** - the words mentioned in singular form shall have the same meaning in the plural form and vice versa, if so required in the text.
- w. **"Headings and Marginal Notes"** - The headings and marginal notes contained in the Tender document are not considered a part thereof, and shall not be taken into consideration for the purposes of interpreting the Contract.
- x. 1. **"Married Status - Accompanied"** - The status of an employee hired in a married status position, who is accompanied by his family/legal dependents in Kingdom.
- x. 2. **"Married Status - Unaccompanied"** - The status of an employee hired in a married status position, but not accompanied by his family/legal dependents in Kingdom.
- y. 1. **"In-Kingdom Dependents"** - Shall mean the legal spouse and up to (3) three dependent children, including adopted children, of the employee, appearing on the employee's Iqama, and residing in the Kingdom of Saudi Arabia with the employee. In-kingdom dependents shall be entitled to benefits and services normally provided to the employee's dependents, and as required in this contract.
- 2. **"Out-of-Kingdom Dependents"** - Shall mean those, dependent children, including adopted children, age 18 and below, required to attend school outside the Kingdom of Saudi Arabia. Out-of-Kingdom dependent children shall be entitled to benefits and services normally provided to employee's dependents, and as required in this contract.



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- z. **"Temporary Duty (TDY) Day"** - shall mean temporary duty assignment for more than twenty four (24) hours due to mandatory program requirements at a location other than the one where such personnel are assigned to work or where such personnel normally reside.
- z1. **"Evaluation Committee"** - means a group of persons, either Government or Contractor personnel headed by the Contracting Officer or his designee, who are commissioned or constituted under the ANSS Program with prime responsibility and authority to conduct a periodic evaluation of the Contractor performances.

2 - AUTHORITY OF THE GOVERNMENT REPRESENTATIVE

The Government representative shall have the authority to oversee and supervise the work, as well as examine and test any materials or methods used for the implementation of the work. However, the Government representative shall not have the authority to relieve the Contractor from any of his duties or obligations stipulated in the contract or to order the execution of any work that may result in delays or in an increase in the financial obligations incurred by the Government. Moreover, the Government representative may not introduce any changes in the work unless explicitly stipulated in the contract.

The Government representative may at times authorize his representative in writing to exercise any of the authorities enjoyed by the Government representative and shall provide the Contractor with a copy of this written delegation of authority. The written instructions and approvals issued by the representative or the designee to the Contractor shall be within the limits of the said delegation of authority and shall be binding to the Contractor and to the Government as if issued by the representative himself. The following shall always be taken into consideration:

- a. The neglect on the part of the designee of the Government representative manifested by the rejection or acceptance of any materials or work does not affect the authority of the representative who may later on reject the said work or materials, or order the demolition or removal thereof.



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DA001373

**VOLUME I - EXHIBIT B
GENERAL CONDITIONS**

- b. In case the Contractor does not agree with the decision taken by the designee of the representative, he may refer the matter to the representative who shall, in this case, have the right to confirm or cancel, or amend the said decision.

3 - RELINQUISHMENT TO OTHER PARTIES CONFIDENTIALITY AND NON DISCLOSURE

The Contractor shall not divulge to third parties, without the written approval of the Government, any information which it obtains in connection with the performance of the Contract unless the information is obtained by the Contractor from a third party who did not receive same, directly or indirectly, from the Government or the Government Representative or his designee and who has no obligation of secrecy with respect thereto. However, the Contractor shall remain responsible to the Government jointly with the Party to whom the Contract or part thereof have been relinquished to upon the execution of the Contract.

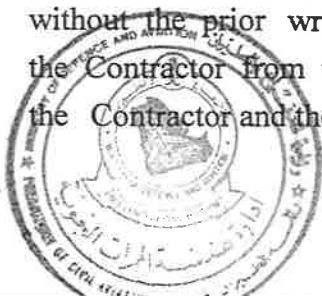
The Contractor shall not, without the prior written approval of the Government, disclose to any third party any information developed or obtained by the Contractor in the performance of the Contract, except to the extent that such information falls within one of the categories described above.

The Contractor understands and agrees that its personnel working directly under Government supervision may in the course of their duties be in receipt of information to which the Contractor will have no right of access, and the Contractor agrees that it will make no attempt to obtain such information from the aforementioned personnel.

The Contractor shall insert a condition in its Contracts with its personnel to ensure the non-disclosure of information concerning the Contract and the services specified herein. The Contractor will be held responsible by the Government for any violations of this condition.

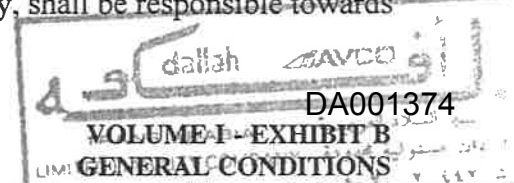
4 - SUBCONTRACTING

The Contractor shall not subcontract all Contract work constituting the object of the Contract and shall not - unless otherwise stipulated in the Contract - subcontract any part of the work without the prior written consent of the Government. However, such consent does not relieve the Contractor from the responsibilities and obligations resulting from the Contract, likewise, the Contractor and the sub-contractor, acting jointly and severally, shall be responsible towards



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the implementation of its obligations under this Contract and he shall remain responsible for any act or mistake or neglect on the part of any subcontractor or his agents or employees or workers as if such act or mistake or neglect were committed by the contractor himself or his agents or employees or workers. The contracts of employment concluded by the contractor on a by piece wage basis shall not be considered as subcontracts as per this article. The Contractor shall furnish the Government with two (2) copies of the sub-contract document in accordance with Circular No. 5767/404 dated 17/11/1404H and No. 3/1743 dated 12/13/1406H. All provisions stated in the Contract General Conditions must be included in the sub-contract document and must be binding in full.

5 - SCOPE OF THE CONTRACT

The Contractor shall provide the key personnel, technical, and operational support as described herein, and engineering, technical, management, training, logistics, and support personnel in accordance with Volume II, Statement of Work (SOW) the provisions enumerated herein with Volume III-Scope of Services, and with Volume IV-Position Descriptions. The Contractor-furnished personnel shall work for and in conjunction with the Presidency of Civil Aviation (PCA), as one integrated team, to train, augment, assist and actively support the existing workforce in the operation, maintenance and certification of the Government's Air Navigation System facilities, systems, and equipment and in other related activities as described herein.

The Contractor shall also provide Logistics Support Services to provide materials and services for the aforementioned sites, facilities, systems and equipment, and special cost services as described herein.

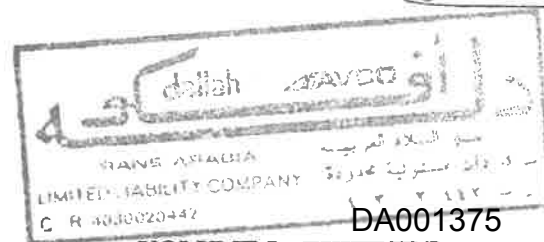
6 - LANGUAGE OF THE CONTRACT

- a. The Arabic Language is the language approved for the interpretation and implementation of the Contract; however, the two parties of the Contract may use any Foreign Language to write the Contract or any part thereof, in addition to the Arabic Language. Should a contradiction arise between the Arabic and the Foreign texts, the Arabic text shall prevail. Moreover, the Arabic Language shall be relied upon in what concerns specifications and plans.



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DA001375

**VOLUME I - EXHIBIT B
GENERAL CONDITIONS**

- b. All correspondence relative to this Contract shall be in the Arabic Language; however, the Contractor may use one of the Foreign Languages and shall translate it at his expense to the Arabic Language. In case of conflict, the Arabic text shall prevail.

7 - EXAMINATION OF CONTRACTOR'S RECORD

The Contractor shall at its own expense keep and maintain in one place full and complete records and books of account of its costs and expenses relating to the performance of work in accordance with Ministry of Finance Directive # 4/2877 dated 9/10/1403 which requires that financial records and accounts of all Companies be maintained in Arabic and that the accounts and records be certified by an accountant licensed in Saudi Arabia.

Such records and accounts will permit the Contractor to furnish PCA, on written request, detailed accurate written allocation of the sums paid for the various elements of work.

PCA and its representatives shall have the right to examine at any time any book, records, accounts and other documents of the Contractor, pertaining to the costs, labor, equipment, etc., when such information is requested by PCA for any purpose. PCA also reserve the right to examine employment Contracts as well as all subcontracts.

The Contractor shall keep and preserve the accounts and other documents for a period of ten (10) years after completion of work.

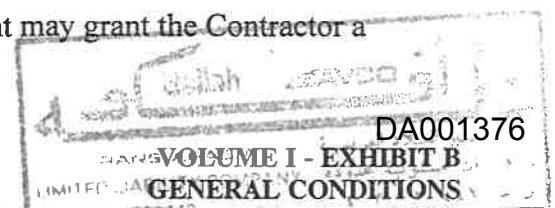
Contractor's refusal to provide the above information to PCA will be considered violation of the terms of the Contract and hence may result in the application of financial penalty, in accordance with Article 48 - Contract Penalty Code - Volume I, Exhibit B and Article 36 of the Government Procurement Law.

8 - PERFORMANCE BOND

- I. The Contractor shall within ten (10) days of the date he has been notified of the acceptance of his bid present to the Government with Performance Bond (reducible) equivalent to (5%) Five Percent of the contract value for Man-Month funding and a Performance Bond (non-reducible) equivalent to (5%) Five Percent of the value for Logistics and Life Support funding, as insurance of the implementation of the Contract. The Government may grant the Contractor a



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ten-day extension starting from the date of expiration of the aforementioned period for the Man-Month Performance Bond. The performance bond shall be irrevocable and valid throughout the duration of the Contract and up to the date of final hand-over.

II. The performance bond (reducible) shall be in one of the following forms:

1. A letter of bank guarantee issued by one of the local banks.
2. An undertaking issued by a specialized insurance company accredited by the Saudi Arabian Monetary Agency.

Any conflict arising from the interpretation of the conditions of this guarantee shall be subject to the Saudi Arabian Statues and specifically the guarantee by-laws contained in the Circular No. 17/67, dated 2-4-1408H of His Excellency the Minister of Finance and National Economy.

III. If the Contractor whose bid has been accepted does not provide the necessary guarantee, the Government shall have the choice between withdrawing his acceptance of the bid and confiscating the provisional guarantee or executing the work at the expense of the Contractor as stipulated in Article (25) of these conditions without need for warning or notification and without prejudice to the Government's right to request the Contractor to pay the necessary compensation for any damages and losses that he may incur as a result.



9 - SUFFICIENCY OF BID

It is assumed that the Contractor shall have obtained complete information before submitting his bid and ascertained that the prices he listed in the list of quantities and price lists are sufficient to cover all his obligations resulting from the Contract, as well as other matters and items necessary for the completion and maintenance of the work in a perfected and sound manner.

In case the Contractor is faced during the implementation of the work with any financial difficulties or any unusual difficulties that any experienced Contractor could not have logically anticipated, he shall immediately and within ten days of discovering such difficulties and obstacles inform the Government Representative or his representative of this fact. In such case, the Government Representative shall submit a report on this matter to the Government indicating his opinion in the additional costs incurred by the Contractor as a result of such difficulties and obstacles if the presence thereof has been confirmed for the review of and appropriate action by the Government. However, should the Contractor not notify the Government Representative within the said ten days and claim the necessary compensation, he shall have no right to do so.

10 - EXECUTION OF THE WORK

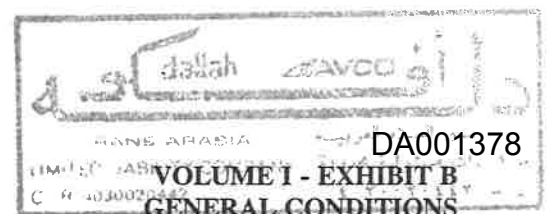
10.1 The Contractor shall implement, complete, and maintain the work of the Contract and Directives in all matters pertaining to the work, regardless of whether mention of this is made or not in the Contract. The Contractor shall receive the instructions and directives from the Government Representative or his designee within the limits indicated in Article No. (2) of these conditions.

10.2 The Contractor shall abide by the following:

- a. He shall purchase local products and he may not use similar imported products for the purpose of implementing the Contract.



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- b. The materials used for the implementation of the Contract - whether they are locally made or imported - shall conform with the standard specifications approved by the Saudi Arabian Organization for Standards and Specifications. As for the materials that do not have Saudi standard specifications, they shall conform with one of the internationally well known specifications as determined by the person overseeing the implementation of the work.
- c. The Contractor shall respect all standards and by-laws relative to environmental protection in the Kingdom and which are issued by the competent authorities.
- d. The Foreign Contractor shall assign not less than 30% of the work constituting the object of the Contract to a Saudi Contractor and the competent authority shall - in agreement with the Ministry of Finance and National Economy - relieve the Foreign Contractor wholly or partly from the obligation of assigning the above percentage of the work to a Saudi Contractor, if no work may be implemented by such Contractor or if the percentage is less than 30%. This exception shall apply only if the competent authority's technical staff determines, upon preparing for the project and before inviting tenderers, the percentage of total or partial relief from such obligations with the participation of the consultant that designed the project and formulated its specifications.
- e. The Contractor shall purchase the tools and equipment necessary for the implementation of his Contract from the Saudi agents of such tools and equipment in the Kingdom, and he shall not import these tools and equipment directly from abroad unless for his personal use.
- f. The Contractor shall obtain the following services from local Saudi establishments:
 - 1) Transport commodities and personnel inside the Kingdom if such transport is not directly performed by the Contractor by means of his own equipment and personnel directly working for him.



2) Local insurance services.

3) Banking services.



DA001379

VOLUME I - EXHIBIT B
GENERAL CONDITIONS

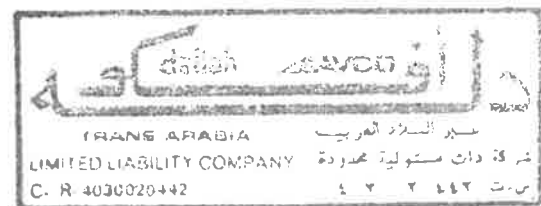
4) Rental and purchase of land and buildings.

5) Accommodation and supply of foodstuffs.

10.3 The Contractor shall submit his letters, accounts, and data to the administrative agency in the Arabic Language and shall keep his records and all of his accounts and documents locally in the Arabic Language and under his responsibility, accompanied with a certificate issued by a chartered accountant authorized to work in the Kingdom. In case of violation of this condition, appropriate penalties shall be applied.

10.4 The Contractor shall provide air transport for all that should be transported by air and is necessary for the implementation of the Contract such as passengers, materials, and others by means of Saudi Arabian Airlines. In case of violation of this condition, appropriate penalties shall be applied. The Contractor shall also transport by sea any materials that should be transported by sea and that are necessary for the implementation of the Contract by means of Saudi ships and vessels as per the instructions and orders issued in this regard.

10.5 The Contractor shall - upon signing any Contract whose value exceeds five million riyals - submit to the competent Government authority the necessary insurance policy issued from the National Company for Cooperative Insurance (NCCI) indicating that he has insured the project and its basic components during its implementation and up to the date of preliminary hand-over.



11 - WORK SCHEDULE

The Contractor shall submit a time table indicating the order of progress of the work and the way he suggests for implementation of the work. The Contractor shall also present to the Government Representative or his designee upon request any written detailed information regarding the arrangements necessary for the implementation of the work, equipment, and the provisional work that the Contractor intends to submit or use as is the case.

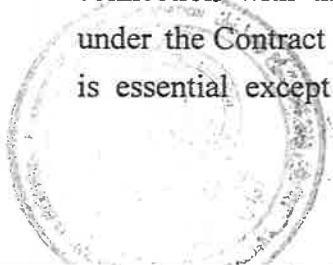
12 - CONTRACTOR REPRESENTATION AND SUPERVISION

The Contractor represents and warrants that the Contractor is fully experienced and properly qualified to perform the Services provided for herein, and that the Contractor is properly licensed, equipped, organized, and financed to perform such Services. The Contractor shall act as an independent Contractor and not as an agent of the Government or the Contracting Officer or his designee except, insofar as in performing the Contract and in maintaining complete control over Contractor Employees and Subcontractors, the Contractor shall perform the Services in accordance with Presidency of Civil Aviation requirements, policies and procedures, and under the guidance and control of the Contracting Officer or his designee. Nothing contained in the Contract shall create any contractual relationship between the Government and any other party. The Contractor shall perform the Services in accordance with the highest industry standards and in compliance with the Contract.

13 - THE CONTRACTOR'S PERSONNEL

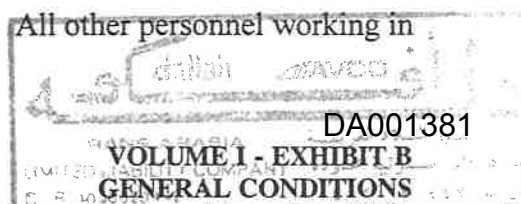
The Contractor shall employ competent, skilled, and experienced personnel to perform the Services. The Government reserves the right to review resumes, interview, and approve all personnel selected for employment by the Contractor. The Government reserves the right to require the removal of any personnel of the Contractor without stating a reason. The Contractor is responsible for maintaining labour relations in such manner that there is harmony among personnel.

Contractor's management, supervisory, technical, logistics, and data entry personnel working in connection with the performance of the Services, or in connection with any obligation arising under the Contract shall be fluent in the English Language. Knowledge of the Arabic Language is essential except as approved by the Government designee. All other personnel working in



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connection with the performance of the Services shall be able to communicate in the English Language to the extent necessary for their respective duties.

The Contractor shall take into consideration as an essential factor in selection of at least minimum experience as specified in Volume IV, Position Descriptions, and the ability of its personnel both to support the Saudi Air Navigation System to a high standard, and to participate in and contribute to the training of the Saudi National work-force.

The Contractor and his personnel shall adhere to Government rules and regulations relating to the sites and facilities including, but not limited to, use of Government vehicles, starting and quitting times, smoking regulations, check-in and check-out procedures, safety regulations, daily clean-up, and personnel housing arrangements.

The Contractor shall - as per the instructions and orders of the Government Representative - provide the opportunity to any of the other Contractors employed by the Government to implement their own work and he shall provide the same opportunity to the workers of such Contractors or of the Government workers used on or at the proximity of the site for the purpose of implementing any work that is not contained in the Contract, or for implementing any Contract concluded with the Government and related to or attached to or supplementing the work.

14 - REMAINS OF ANTIQUITIES, VALUABLE ITEMS AND OTHERS

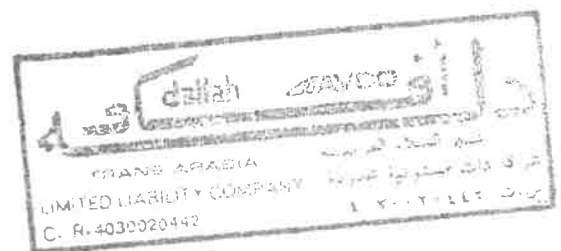
All monies, valuable items, antiques, buildings, monuments, and all other geologically or archaeologically valuable things discovered at the work site shall be the sole property of the Government and the Contractor shall take all necessary precautions to prevent his workers or any other individuals from moving or damaging any of these items. The Contractor shall also - immediately upon discovering and before moving such items - inform the Government or his representative and the competent agency of such discovery and shall follow his instructions in what regards disposing of these items at the expense of the Government.



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15 - PATENT RIGHTS OWNERSHIP

The Contractor hereby indemnifies and shall defend and hold harmless the Government and the Contracting Officer or his designee and their representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by the Government and the Contracting Officer or his designee and their representatives as a result of, or in connection with any claims or actions based upon infringement or alleged infringement of any letters, patents, registered design, trademark, or copyright arising out of the use of the equipment furnished under the Contract by the Contractor, or out of the processes or actions employed by, or on behalf of the Contractor in connection with the performance of the Contract. The Contractor shall, at its sole expense, promptly defend the Government against any infringement of letters, patents, registered design, trademark, or copyright upon appropriate notification by the Contracting Officer or his designee.

The Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment or processes or to modify such infringing equipment and processes so they become non-infringing or obtain the necessary licenses to use the non-infringing equipment or processes provided that such substituted and modified equipment and processes shall meet all the requirements and be subject to all the provisions of the Contract.

16 - GENERAL LIABILITY

- 1) **Public Liability:** The Contractor shall be solely responsible for any loss, damage, or injury to any persons or property which may wholly or partly result from the Contractor's discharge of his obligations under the Contract and Saudi Arabian Law. The Contractor shall hold the Government fully indemnified against such loss, damage, or injury. This indemnity shall also extend to the consequences of all actions by the Contractor's personnel employed in connection with the Contract.



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DA001383

**VOLUME I - EXHIBIT B
GENERAL CONDITIONS**

- 2) **Professional Negligence:** The Contractor shall hold the Government fully and effectively indemnified against any losses, liabilities, costs, claims, actions, or demands which the Government may incur or which may be made against the Government as a result of, or in connection with any failure by the Contractor to perform the Services strictly in accordance with the standards set out or referred to in the Contract.

17 - USE OF LABOUR

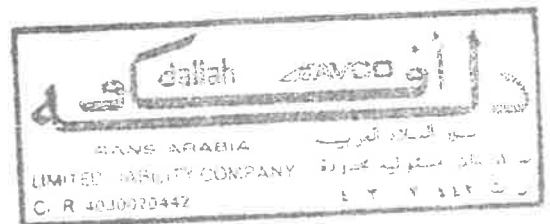
The Contractor shall take special measures for using and treating all National or Foreign labour according to the labour law, the social security law, the residence law and others, and he shall provide his workers with necessary requirements, including sanitary housing, means of transportation, and the Contractor shall, at its own expense, arrange for medical services and facilities for any of its personnel requiring in-patient or out-patient treatment.

18 - LIST OF WORKERS

The Contractor shall - at the times specified by the Government Representative or his designee - provide a detailed list showing the names of all of Contractor Program Management employees and workers and any other information requested by the Government representative or his designee.

19 - ACCESSING THE SITE

The Government shall grant the Contractor access to the sites and facilities, to enable the Contractor to perform its obligations under the Contract. The Government will issue the necessary passes for authorized Contractor personnel after applications and fees, if required, have been received from the Contractor in accordance with Government procedures.



20 - SUSPENSION, TERMINATION FOR DEFAULT, AND OPTIONAL TERMINATION

A) Suspension:

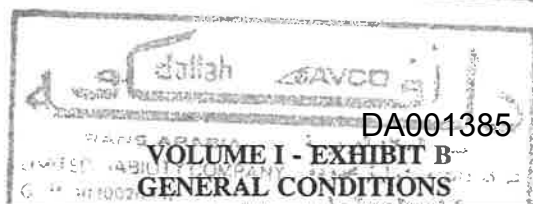
The Contractor shall - as per the written order of the employer - suspend the works and or services under the contract or any part thereof for the period or in the manner considered necessary by the employer for the safety of the works and or services. During the period of suspension, the Contractor shall use his best efforts to utilize his labour, equipment, and facilities including Government-furnished equipment and facilities in such a manner as to minimize the costs associated with the suspension. Also during the period of suspension of all or any portion of the Services, arrangements shall be made for a Contractor Designated Representative to be available for any emergency services which may be required.

- 1) Upon receipt of any such notice, the Contractor shall, unless notice requires otherwise;
 - a) immediately discontinue performance of all or any portion of the Services on the date and to the extent specified in the notice;
 - b) place no further Orders or Contracts for Services or facilities with respect to the suspended Services other than to the extent required in the notice; and
 - c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to the Government Representative or his designee, of all orders, subcontracts, and rental agreements to the extent they relate to performance of the Services suspended.
- 2) The Contractor shall be fully reimbursed for services that have been completed, until the date of the suspension, in accordance with this Article.



The Contractor shall not be reimbursed for any services executed or any related Contract made after the suspension date.

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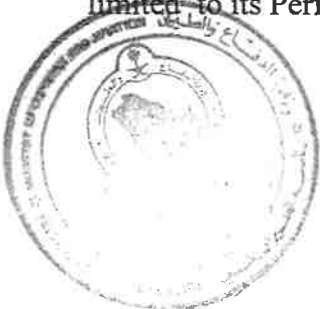
- 3) Upon receipt of notice to resume suspended Services, the Contractor shall immediately resume performance of said suspended Services to the extent required in the notice. Any claim on the part of the Contractor for time extension or compensation shall be made within ten (10) calendar days after receipt of notice to resume the Services.
- 4) The employer shall not bear the expenses resulting from the suspension of the services in the following cases:
 - a) If such suspension is stipulated in the contract.
 - b) If it is necessary for workmanship purposes, or if it is caused by climatic conditions or neglect on the part of the Contractor.
 - c) If it is necessary for the safety of the works and services or any part thereof.

B. Termination for Default:

If the Contractor fails to perform any of the Services in accordance with the terms and conditions of the Contract, the Government is entitled to consider such failure a default. If the Contractor fails to remedy such a default within fifteen (15) calendar days following receipt of written notice of such default, the Government is entitled to withhold any amounts otherwise due under the Contract, or to terminate all or any portion of this Contract.

Thereupon, the Government will be entitled to continue such services by whatever method the Government may deem appropriate. The Government will also be entitled to take possession of any and all of the tools, equipment, supplies, and property for which the Contractor has custodial responsibility including those items for which title passed to the Government in accordance with Volume II, Exhibit G, Article 1-7.

The cost of so completing such Services, including a reasonable charge as determined by the Government for administering any Contract for such completion, will be charged to the Contractor. Such cost will be deducted by the Government out of such monies as may be due at the time of default or thereafter to the Contractor, including but not limited to its Performance Bond. If such cost exceeds the amount which would have



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otherwise been payable under the Contract, the Contractor shall upon notice from the Government Representative or his designee promptly pay to the Government the amount of such excess. If the Contractor fails to pay the excess amount, the Government will be entitled to recover such excess from amounts due the Contractor from work of other Government projects. The Government will also be entitled to take possession of and dispose of any Contractor owned equipment and material provided that the recovered amount shall not exceed the amount due from the Contractor.

Upon receipt of any such written notice of termination, the Contractor shall, at its expense, for all or any portion of the Services affected by any such termination:

- 1) assist the Government Representative or his designee in making an inventory of all of the equipment located at, in, or on the sites and facilities, en route to the sites and facilities, in storage away from the sites and facilities, and equipment on order from suppliers; and
- 2) assign to the Government subcontracts, supply Contracts and equipment rental agreements, all as designated by the Government Representative or his designee.
- 3) the Contractor shall not conclude any Contracts, commitments, or assignments of the Contract after receiving Notice of termination.

C. Optional Termination

- 1) The Government may, at its sole option, terminate the Contract in whole, or in part, at any time by a ninety (90) day written notice to the Contractor. Upon any such termination, the Contractor shall waive any claim for damages, including loss of anticipated profits as a result of the termination, but as the sole right and remedy of the Contractor, the Government will remunerate the Contractor in accordance with Article 20C(3) below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination to the extent provided in such provisions.



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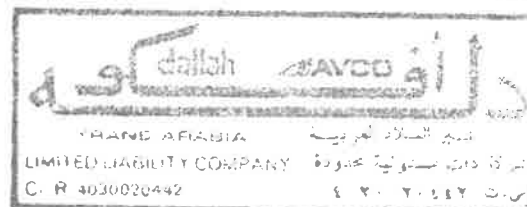
DA001387

VOLUME I - EXHIBIT B
GENERAL CONDITIONS

- 2) Upon receipt of any such notice, the Contractor shall:
- a) immediately discontinue performance of all or any portion of the Services on the date and to the extent specified in the notice;
 - b) place no further Orders or Contracts for services or facilities other than as may be necessary or required for completion of such portion of the services under the Contract which have not been terminated;
 - c) promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the Government of all orders and subcontracts to the extent they relate to the performance of all or any portion of the Services terminated or assigned to the Government those orders and subcontracts and revoke Contracts or subcontracts specified in such notice; and
 - d) assist the Government, as specifically requested in writing, in the maintenance, protection, and disposition of property acquired by the Government under the Contract.
- 3) Upon any such termination, the Government will pay to the Contractor an amount determined in accordance with the following:
- a) All amounts due and not previously paid to the Contractor for all or any portion of the Services completed in accordance with the Contract prior to such notice, and for all or any portion of the Services thereafter completed as specified in such notice.
 - b) Any other reasonable costs incurred pursuant to Article 20C2(d).



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21 - ACCEPTABLE PERFORMANCE LEVELS

Volumes II & III contain the Statement of Work (SOW) and the Scope of Services to be performed by the Contractor. The Services shall be subject to the quality inspection, surveillance, and approval of the Government at all times, but none of the foregoing shall relieve the Contractor of responsibility for the proper performance of the Services.

If the Contractor fails to attain the required level of performance specified in the Contract for any reason, including but not limited to failure to comply with the instructions of the Government Representative or his designee issued pursuant to the Contract, failure to perform any of its obligations under the Contract, delay in the performance of any portion of the Services or negligent performance of the Services, the Government may, in accordance with the Ministry of Finance and National Economy Circular No. 17/1404 dated 16-4-1403H, deduct amounts related to the value of the Services not performed. Deductions for delay penalties may not exceed ten percent (10%) of the total Contract price in accordance with Article 36 of the Government Procurement Regulations, and without prejudice to the amount deducted for absentees or for the value of materials not delivered, or for services not implemented.

The Government shall have the right to give the Contractor a written notice directing the Contractor to correct such deficiencies. If the Contractor does not promptly correct such deficiencies within fifteen (15) days from the date of such written notice, the Government may perform the Contract Services for the account of the Contractor, or terminate or suspend the Contract wholly or partially in accordance with the Articles 20A and 20B of these General Conditions.

In accordance with Article 29 of Government Procurement Regulations, the Government and Contractor or supplier shall perform the Contract in accordance with its terms; if the Contractor fails to do so, the Government may, after serving a notice on him by registered mail and the lapse of fifteen (15) days without rectification of this situation, perform the Contract at his expense or annul the Contract, and in both cases the Government shall be entitled to compensation. If the Government fails to carry out its commitments, the Contractor may claim compensations after serving notice on it by registered letter to correct the situation within fifteen (15) days. The Contractor may not halt performance of the Contract on the grounds that the Government has failed to fulfill its commitments.

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VOLUME I - EXHIBIT B
GENERAL CONDITIONS

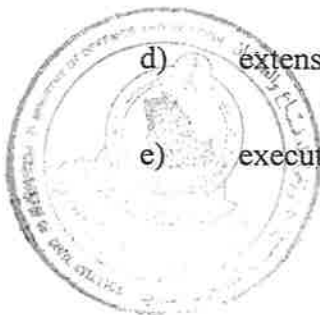
22 - SEARCH FOR DEFECTS

The Contractor shall, if required by the Government Representative or his designee in writing, determine the cause of any defect, imperfection, or fault. Unless such defect, imperfection, or fault shall be one for which the Contractor is liable under the Contract, the cost of performing the services carried out by the Contractor in such investigation shall be borne by the Government. But if such defect, imperfection, or fault shall be one for which the Contractor is liable, the cost of performing the services carried out in such investigation shall be borne by the Contractor and it shall, in such case, repair, correct and make good such defect, imperfection, or fault at its own expense.

23 - CONTRACT CHANGES**1. Changes:**

The Government may at anytime, without invalidating the Contract, make any change of the form, quality, or quantity of the Services or any part thereof that may, in its opinion, be necessary or desirable. In case of reduction or increase of manning services, a Government written notice of such reduction or increase will be provided to the Contractor ninety (90) days prior to the date of such reduction or increase of these services. The Contractor shall extend the Contract performance period or eliminate the positions as so directed and will adjust his billings. Such reduction or increase shall be subject to this Article 23 and Articles 24A and 24B of these General Conditions. The Government may order the Contractor to do, and the Contractor shall do, any of the following:

- a) increase or decrease the quantity of any of the services included in the Contract;
- b) omit any such service;
- c) change the character or quality or kind of any such services;
- d) extension of the services performance period; and
- e) execute additional service of any kind associated with the services.




VOLUME I - EXHIBIT B
GENERAL CONDITIONS

No change shall in any way vitiate or invalidate the Contract, but the value (if any) of all changes shall be taken into account in ascertaining the amount of the Contract Price. It is understood and mutually agreed, the Contract Price shall not be increased by more than (10%) ten percent nor reduced by more than (20%) twenty percent without requiring re-negotiation and Contract Amendment as described in Article 24A, Valuation of Changes.

2. Orders for Changes to be in Writing

No changes shall be made by the Contractor without an Order in writing from the Government Representative or his designee; provided that, if for any reason, the Government Representative or his designee shall consider it desirable to give any Change Order orally, the Contractor shall comply with such Order, and the confirmation in writing of such oral Order given by the Government Representative or his designee shall be deemed to be an Order in writing within the meaning of this Article.

All oral Change Orders issued by the Government Representative or his designee shall not be executed unless confirmed by a written Order, given within seven (7) days from the date of the oral Change Order.

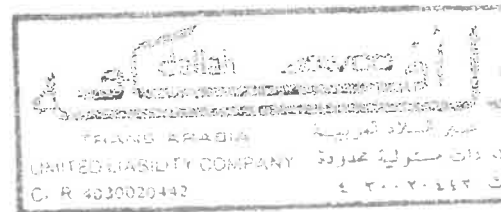
24 - VALUATION OF CHANGES, CHANGE NOTICES, AND CLAIMS

A. Valuation of Changes:

The Government Representative or his designee will determine the amount (if any) which, in his opinion, should be added to or deducted from the Contract Price in respect of any extra or additional service performed or service omitted by the Government Representative or his designee's Order. All such service shall be valued at the prices set out in the Contract Financial Conditions, if in the opinion of the Government Representative or his designee the same shall be applicable.



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If, in the opinion of the Government Representative or his designee, the Contract does not contain prices applicable to the omitted or additional service, then it will be submitted to the Government Representative for evaluation and determination of such prices.

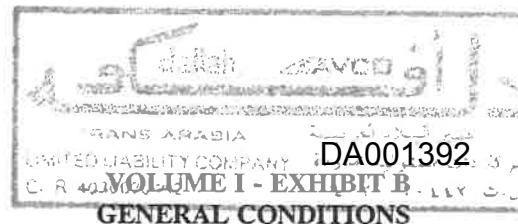
Should the Government increase or decrease the scope of the Services or quantity of any pay item thereof such that the Estimated Total Price of the Contract originally signed increases by not more than (10%) ten percent or decreases by not more than (20%) twenty percent, the estimated Total Price of the Contract as originally signed shall be amended by such sum and shall be agreed upon between the Government and the Contractor in accordance with the Ministry of Finance and National Economy Circulars No. 12/5390 dated 27/4/1401 and No. 12/4786 dated 10/4/1388.

B) Change Notices:

1. Each Order for change will be described in a Change Notice issued by the Government which will state either:
 - a) The change will not cause a change in the Contract Price; or
 - b) The change involves a change in the Contract Price.
2. If the Contractor agrees with the terms and conditions of a Change Notice conforming to Article 24A of this General Conditions, he shall sign the Change Notice and return it to the Government within (7) seven calendar days of receipt. Such Change Notice shall have the full force and effect of a Contract Amendment, and the Contractor shall proceed with the services as stated by the Change Notice.
3. If the Contractor disagrees with a "No Cost" Change Notice and considers that the terms and conditions of a Change Notice conforms to Article 24A of this General Conditions and gives rise to a cost which should be added to the Contract Price, such a cost shall be treated as a claim in accordance with Article 24C, Claims.



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4. When the Change Notice states that a change in the Contract Price will be required, the Contractor shall sign the Change Notice and return it to the Government Representative or his designee within (14) fourteen calendar days of receipt, together with a proposal for providing the changed services. The proposal shall contain detailed breakdowns on cost and shall indicate the applicable unit prices for the variations in accordance with Volume I, General Conditions, Article 24A, Valuation of Changes.
5. The Contract Amendment will be signed by both parties when applicable under Volume I, General Conditions, Article 24B, Change Notice of this Article to provide for a change in Contract Price or any other terms or conditions of this Contract.

C) Claims:

The Contractor shall send to the Government Representative or his designee once in each month an account giving particulars (as full and detailed as possible) of all claims for any additional expense beyond that specified in the Contract to which the Contractor may consider himself entitled and of all extra or additional services ordered by the Government Representative or his designee which he has executed during the preceding month. No claim for payment for any services will be considered which has not been submitted with details supporting such claims.

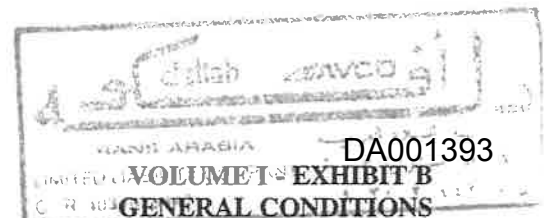
25 - WITHDRAWING THE WORK FROM THE CONTRACTOR

Notwithstanding the other relevant regulations, the Government has the right to do the following:

- I. Withdraw the work from the Contractor and take possession of the site in any one of the following cases:
 - a. If the Contractor delays the start-up of the work or if the progress of the work carried out by the Contractor is slow or if the work is totally suspended by the Contractor to the extent that the Government judges it impossible to accomplish the work on due time.



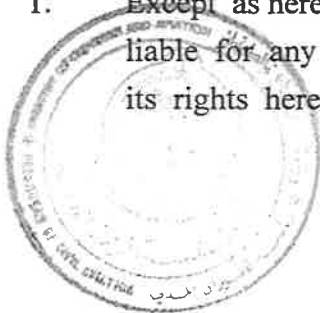
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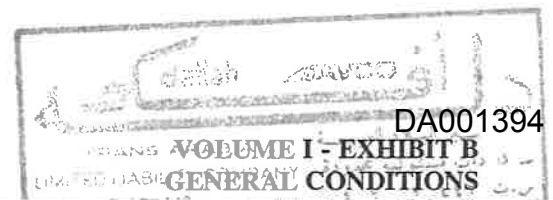
- b. If the Contractor withdraws from carrying out the work, or if he gives up or leaves or relinquishes or subcontracts the work without the prior written permission of the Government.
 - c. If the Contractor violates any of the conditions of the Contract or abstains from respecting any of his contractual obligations and does not remedy such situation despite the fact that fifteen days have expired since he received a written notification to this effect.
 - d. If the Contractor - in person or by other means - presents or promises any gift or loan or bonus to any Government employee or worker or any other person having any relation with the work that is the object of the Contract.
 - e. If the Contractor becomes bankrupt or requests to be declared bankrupt, or if there is evidence of the Contractor's insolvency, or if an Order was issued to place the Contractor under state control, or if the Contractor is a company that has been liquidated or dissolved.
- II. Withdrawing the work from the Contractor shall be by written notification based upon the recommendation of the Bid Inspection Committee without need to take any judicial procedures or other.
- III. The Government may - at its own discretion - take the necessary measures that ensure the implementation of the work according to the required specifications and within the specified time limit, including assigning the management of the project to a consulting office without any need for withdrawing the work.
- IV. The Contractor shall not delay, suspend, or stop the execution of the work without receiving written instruction or directives, from the Government.

26 - SPECIAL RISKS, FORCE MAJEURE

1. Except as herein expressly provided to the contrary, neither party to the Contract will be liable for any failure of or delay in the performance of its obligations or the exercise of its rights hereunder or for any loss or damage (including indirect or consequential



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DA001394

VOLUME I - EXHIBIT B
GENERAL CONDITIONS

damages) therefore, if such performance or exercise is delayed in whole or in part by reason of force majeure.

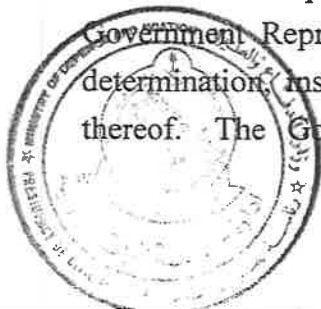
2. Examples of Force Majeure include, without limitation, Acts of Nature, perils of the sea, shipwrecks, fires, floods, atmospheric disturbances, storms, earthquakes, epidemics, wars, or any other occurrences beyond the control of the party affected by such occurrences and which by the exercise of reasonable diligence, said party is unable to expect, prevent, or provide against.
3. The party affected by reason of force majeure from the proper performance of the Services shall notify the other party in writing of the circumstances constituting the force majeure and of the obligation or performance which is thereby delayed or prevented.
4. Any effects from fluctuations in national and international economies are specifically excluded from this Article.

27 - SPECIAL RISK, WAR

In the case of the Contract being terminated due to the breaking out of war as previously indicated, the Government shall pay to the Contractor all his dues in exchange of the work that he has implemented in addition to the value of materials and goods supplied to the site after deducting the amounts remaining due to the Government in the Contractor's debt from the balance of the amounts paid to the Contractor or any other amounts paid to the Contractor in connection with the implementation of the work.

28 - CONTRACT INTERPRETATION AND SETTLEMENT OF DISPUTES

All questions concerning interpretation or clarification of the Contract shall be submitted in writing to the Government Representative or his designee for determination. All determinations, instructions, and clarifications by the Government Representative or his designee will be issued within fourteen (14) calendar days of the Contractor's request. The Government Representative's decision will be final, unless the Contractor files with the Government Representative or his designee within fourteen (14) calendar days of any such determination, instruction, or clarification a written protest stating clearly and in detail the basis thereof. The Government Representative or his designee will issue a decision upon each such



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protest within (14) fourteen calendar days after receipt of the said protest. At all times, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the Government Representative or his designee. The Contractor shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so. The Contractor's failure to protest in writing the Government Representative or his designee's determinations, instructions, clarifications or decisions within (14) fourteen calendar days after receipt thereof shall constitute a waiver by the Contractor of all of its rights to further protest, judicial or otherwise.

Notwithstanding the foregoing provisions, but only after full and timely compliance therewith, the Contractor may refer disputes to the Board of Grievances provided such referral shall be pursued only after written notice has been made to the Government of the Contractor's intent to so refer within (14) fourteen calendar days of the disputed decision of the Government and only if the referral is made on the basis that the Government's decision was unreasonable, arbitrary, capricious, or not in accordance with the Contract or applicable law. The decision of the Board of Grievances shall be final and binding on all parties.

29 - SENDING NOTIFICATIONS

Notifications and notices related to this Contract shall be delivered either personally against a receipt or by official or registered mail and shall be considered as received if delivered by any of these means at any of the following addresses in the Kingdom:

For the Government: Presidency of Civil Aviation
Director-General, Airways Engineering
P.O. Box 887
Jeddah, Saudi Arabia, Postal Code 21421
Telex: 403196 PCAAE

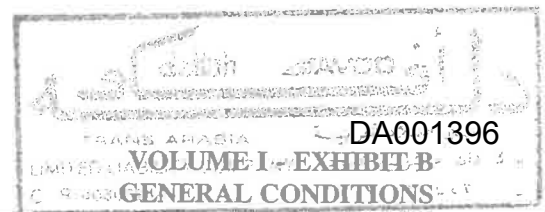
For the Contractor: Dallah Avco Trans Arabia Company
P. O. Box 430, Jeddah 21411
Telex : 401482 Dallah SJ
Fax : 6172153

Addresses may be changed by notifying the other party thirty days before the addresses are changed.



[Signature]

[Signature]



30 - NEGLECT ON THE PART OF THE EMPLOYER

The employer shall respect the terms of the Contract in good intentions and shall pay to the Contractor invoices, billings without delay. In the event the employer violates any of the conditions of the Contract or neglects payment on due time, the Contractor may request compensation for any losses resulting from such neglect or violation.

However, the Contractor may not suspend the work on the basis of delayed payment on the part of the employer as a result of any error committed by the Contractor and the Contractor shall be deemed as relinquishing any right for compensation that he does not claim within thirty days from the occurrence of the incident on the basis of which the compensation is claimed.

31 - TAXES AND FEES

The Contractor shall be subject to the Saudi Regulations governing taxes and fees and he shall be responsible for paying such taxes and fees on due time and in the amounts due to the competent authorities.

The Contractor shall pay all due amounts of Zakat and Taxes, which shall include but not limited to income tax, sales tax, utilization tax, capital tax, levies, custom duties and all assessment of any kind. The Contractor shall make deductions as officially imposed by the Government and its authorized representative from any obligation resulting from these fees, levies, taxes, excise, assessment and all deductions.

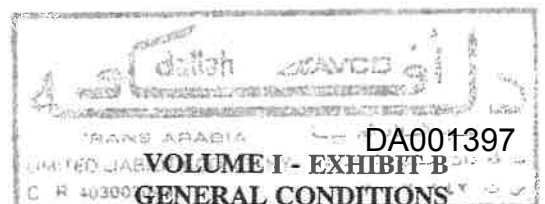
The Government shall attempt (if requested so by the Contractor) to cooperate with him in clearance of materials and equipment that are required for the implementation of services provided that such cooperation by the Government shall not relieve the Contractor from discharging of its obligations.

32 - IMPORT AND CUSTOMS REGULATION

- (1) The Contractor certifies his knowledge of the fact that import and customs regulations and instructions enforced in the Kingdom apply to the supply and shipping of any products or any parts thereof to and from the Kingdom, including the regulation concerning prohibition imports.



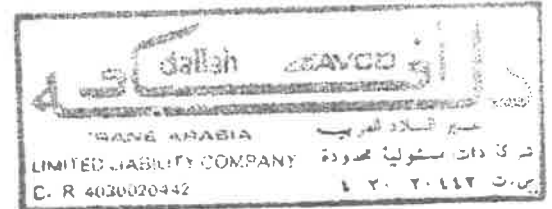
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- (2) The Government - as for the general authority that it is entitled - has the sole right for final selection of the carriers or insurance company or companies that provide services in the Kingdom or any goods supplied as per the provisions and terms of this Contract and that are suggested by the Contractor.

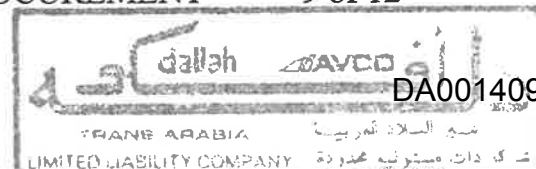
33 WORDS AND PHRASES:

Where the words "required", "approved", "satisfactory", "determined", "acceptable" or similar words are used in the Contract, action by the Contracting Officer or his designee is indicated unless the context clearly indicates otherwise, and all Work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its obligations for performance of the Contractor. Wherever it is provided in the Contract that the Contractor shall perform certain Work "at its expense" or "without charge" or "at the account of the Contractor" or that certain Work "will not be paid for separately", such quoted words mean that the Contractor shall not be entitled to any additional compensation from the Government for such Work, and the cost thereof shall, unless otherwise specified, be considered as included in payment for other items of Work.



VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT C - FINANCIAL CONDITIONS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
1	FUNDING SUMMARY	1 of 12
1-1	MAN-MONTH FUNDING (INCLUDED IN 1-3)	1 of 12
1-2	LOGISTICS SUPPORT SERVICES FUNDING (INCLUDED IN 1-3)	1 of 12
1-3	TOTAL FUNDS AUTHORIZED	2 of 12
2	PAYMENT PROCEDURES TECHNICAL AND SUPPORT MAN-MONTH SERVICES	2 of 12
2-1	MONTHLY PAYMENTS - MAN-MONTHS SERVICES	2 of 12
2-2	ANNUAL RECONCILIATION - MAN-MONTH SERVICES	4 of 12
2-3	PROVISIONAL ACCEPTANCE - MAN-MONTH SERVICES	4 of 12
2-4	ANNUAL SETTLEMENT OF CLAIMS - MAN-MONTH SERVICES	5 of 12
2-5	FINAL RECONCILIATION - MAN-MONTH SERVICES	5 of 12
2-6	FINAL ACCEPTANCE - MAN-MONTH SERVICES	5 of 12
3	PAYMENT PROCEDURES - LOGISTICS SUPPORT SERVICES	6 of 12
3-1	MONTHLY PAYMENTS - LOGISTICS SERVICES	6 of 12
3-2	ANNUAL RECONCILIATION - LOGISTICS SERVICES	8 of 12
3-3	ANNUAL SETTLEMENT OF CLAIMS - LOGISTICS SERVICES	8 of 12
3-4	FINAL RECONCILIATION - LOGISTICS SERVICES	8 of 12
3-5	FINAL ACCEPTANCE - LOGISTICS SERVICES	9 of 12
4	CONTRACT CLOSING PROCEDURES	9 of 12
4-1	TERMINATION OF LOGISTICS PROCUREMENT ACTIONS	9 of 12



VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT C - FINANCIAL CONDITIONS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
4-2	SETTLEMENT OF MARRIED STATUS - ACCOMPANIED/UNACCOMPANIED POSITION	10 of 12
4-3	FINAL ADJUSTMENTS	10 of 12
4-4	FINAL ACCEPTANCE OF SERVICES	10 of 12
4-5	CONTRACTOR SUBMISSION OF GOVERNMENT CERTIFICATION	10 of 12
4-6	STATEMENTS OF OUTSTANDING CLAIMS	11 of 12
4-7	NON-SETTLEMENT OF CLAIMS	11 of 12
4-8	FINAL PAYMENT AND CONTRACT CLOSURE	12 of 12
5	PERFORMANCE BONDS	12 of 12
5-1	PERIOD OF EFFECTIVITY	12 of 12
5-2	RELEASE OF PERFORMANCE BOND	12 of 12

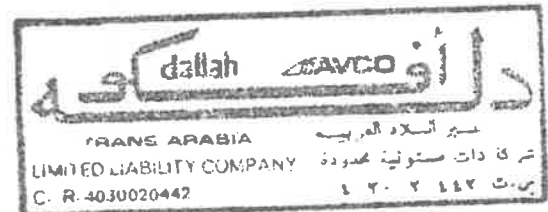


EXHIBIT 'C'
FINANCIAL CONDITIONS

1 FUNDING SUMMARY

Set forth below is a summary of total funds authorized for anticipated expenditures under this Contract and any extension thereto.

In addition to the initial funding specified herewith, any additional costs or costs occurring by changes as per Government requirements and requests or due to Contract Award delay or continuation of work, which exceed the balance of funds in the respective Contract funding at any time, the Government shall increase the Contract authorized funding as required by the changes or continuation of work.

1-1 Man-month Funding (Included in 1-3)

<u>Contractual Years</u>	<u>Total Funding Required Per Year (Saudi Riyals)</u>
<u>1422/23 (2001-2002)</u>	<u>SR63,333,333</u>
<u>1423/24 (2002-2003)</u>	<u>SR63,333,333</u>
<u>1424/25 (2003-2004)</u>	<u>SR63,333,334</u>

GRAND TOTAL (36 Gregorian Months) SR190,000,000

1-2 Logistics Support Services Funding (Included in 1-3)

Any long lead procurement items which are not completed within this Contract period, the remaining balance of payments and unpaid billing shall be transferred to the following Contract year period funding, subject to the approval of the Government Contracting Officer or its designee.



<u>Contractual Years</u>	<u>Total Funding Required Per Year (Saudi Riyals)</u>
<u>1421-22 (2001-2002)</u>	<u>SR59,633,333</u>
<u>1422-23 (2002-2003)</u>	<u>SR59,633,333</u>
<u>1423-24 (2003-2004)</u>	<u>SR59,633,334</u>

GRAND TOTAL (36 Gregorian Months) SR178,900,000

1-3 Total Funds Authorized

<u>Contractual Years</u>	<u>Total Funding Required Per Year (Saudi Riyals)</u>
<u>1421-22 (2001-2002)</u>	<u>SR122,966,666</u>
<u>1422-23 (2002-2003)</u>	<u>SR122,966,666</u>
<u>1423-24 (2003-2004)</u>	<u>SR122,966,668</u>

GRAND TOTAL (36 Gregorian Months) SR368,900,000

2 PAYMENT PROCEDURES TECHNICAL AND SUPPORT MAN-MONTH SERVICES

2-1 Monthly Payments - Man-month Services

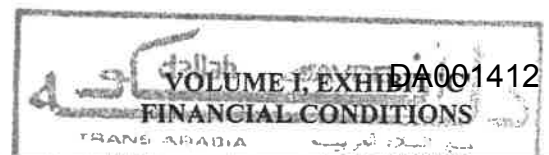
2-1-1 Entitlement

The Contractor shall be entitled each month to be paid for the Technical and Support Man-months provided during the preceding month at the Man-month billing rates prescribed in Attachment D, Article 7-1 of this Exhibit C.

Man-month billing for an employee hired from outside the Kingdom of Saudi Arabia shall commence upon the employee's arrival in Saudi Arabia provided that no more than two (2) working days (as defined in Article 2-13-1 of Exhibit H, Volume III) elapses between the date of arrival and the date of the employee's first day of work at the assigned PCA work location. Intervals greater than two (2) days as specified herein above shall be at the Contractor's expense. The Contractor may, upon the approval of the Government



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representative, hire more than one person on any one identified position in Volume III, Exhibit I, if required, provided the overlap period of the employees does not exceed ten (10) days, and this action shall not affect the total value of the Contract.

Man-month billing for an employee hired within the Kingdom of Saudi Arabia shall commence from the date of the employee's first day of work at the assigned PCA work location.

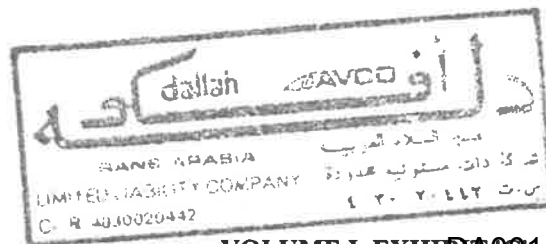
The Man-month billing for an employee hired for a married status position who is accompanied by his family/legal dependents in Kingdom, shall be the corresponding full Man-month rate stated in Article 7-1. However, if an employee is hired for a married status position but not accompanied by his family/legal dependents in Kingdom, the Man-month billing shall be twenty percent (20%) less than the corresponding full Man-month rate as stated in Article 7-1 and as defined in Article 4-2 of this Exhibit C and Article 2-1-5 of Exhibit H, Volume III of the Contract.

2-1-2 Contractor Invoice

At the end of each Contract month, the Contractor shall provide the Contracting Officer or his designee with two (2) original copies, each in Arabic and English, of the Contractor's invoice for Technical and Support Man-month services for the Contract month then ended, specifying the invoice period, invoice number, man-month levels, man-month billed and Saudi Riyals amount billed. The invoice shall be accompanied by the supporting documentation required in Article 2-1-4 of this Exhibit C, and shall be certified by the Contractor's Authorized Representative.

2-1-3 Payment Due Date

Payment will be due for the amount shown on the Contractor's invoice within sixty (60) calendar days following the date of approval of the Contractor's invoice by the Contracting Officer and his designee. Payment will be made in accordance with applicable PCA and Ministry of Finance procedures.



2-1-4 Supporting Documentation

The Contractor shall provide with its monthly invoices an original, and two copies, each in Arabic and English, of the documents pertaining to man-month employees and billings for man-months, identified and defined in Attachment C, Article 6 of this Exhibit C, and other information as may be required by the Contracting Officer or his designee.

2-1-5 Billing Adjustments

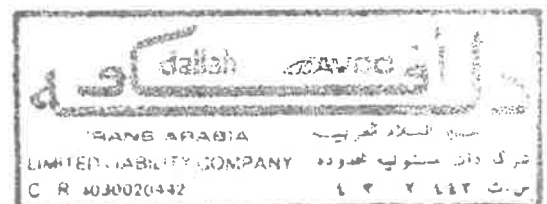
Following the Government's review of the supporting documentation required in the above Article 2-1-4, if any adjustment results from errors and omissions identified by such review, such adjustment shall be made in the invoice for the next month following the Contractor's receipt of written notice of such error or omission.

2-2 Annual Reconciliation - Man-month Services

Within Ninety (90) days after the end of each Contract year, the Contractor shall submit to the Contracting Officer or his designee an original and four (4) copies, each in Arabic and English, of the documents pertaining to Annual Reconciliation of Technical and Support Man-month services, identified and defined in Attachment C, Article 6-2 of this Exhibit C, and other information as may be required by the Contracting Officer or his designee.

2-3 Provisional Acceptance - Man-month Services

Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer or his designee will, if satisfied with the validity of the information contained therein, provide the Contractor with a Certificate of Provisional Acceptance of the Technical and Support Man-month services provided during the subject Contract year.



2-4 **Annual Settlement of Claims - Man-month Services**

Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer will enter into negotiations with the Contractor in an effort to mutually resolve claims outstanding from the subject year. For such claims as are resolved which require payment, the Contractor will be entitled to payment upon submission of two (2) copies each in Arabic and English of an invoice or invoices for the amount agreed upon by both parties. Such claims as are not resolved will be dealt with in accordance with Volume I, Exhibit B, General Conditions, Article 28, Contract Interpretation and Settlement of Disputes.

2-5 **Final Reconciliation - Man-month Services**

The Annual Reconciliation for the third and final year of the Contract shall be submitted together with a Final Reconciliation of the Technical and Support Man-month Services. Within ninety (90) days after the end of the Contract period the Contractor shall submit to the Contracting Officer or his designee its third Annual Reconciliation for Technical and Support Man-month Services as required in Volume I, Exhibit C, Attachment C, Article 6-3-2 with the exception of the certificate from the Department of Zakat and Income Tax. In addition, the Contractor shall submit to the Contracting Officer or his designee four (4) copies, each in Arabic and English, of the documents pertaining to a Final Reconciliation of Technical and Support Man-month Services covering the entire Contract period, identified and defined in Attachment C of this Exhibit C, and other information as may be required by the Contracting Officer or his designee.

2-6 **Final Acceptance - Man-month Services**

Final Acceptance of Technical and Support Man-month Services and the settlement of all outstanding claims will occur in accordance with Article 4, Contract Closing Procedure of this Exhibit C.



3 PAYMENT PROCEDURES - LOGISTICS SUPPORT SERVICES

3-1 Monthly Payments - Logistics Services

3-1-1 Entitlement

The Contractor shall be entitled each month to be paid for Logistics Support purchases made during previous months and for Special Cost Items as described in Volume III, Scope of Services, Exhibit H, Article 3 - Special Cost Services and Provisions.

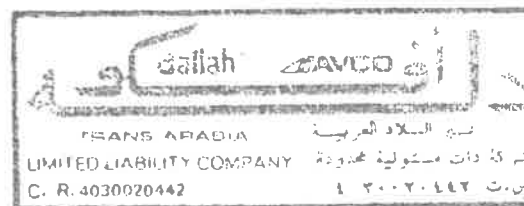
3-1-2 Contractor Invoices

At the end of each Contract month, the Contractor shall provide the Contracting Officer or his designee with two (2) original copies, each in Arabic and English, of the Contractor's invoices for In-Kingdom purchases, Out-of-Kingdom purchases and each Special Cost Item. All In-Kingdom and Out-of-Kingdom Logistics invoices shall be supported by original Vendor invoices, this includes any Out-of-Kingdom Contractual Agreements. Payments will be made against such invoices pursuant to the Ministry of Finance and National Economy Circular No. 17/207, dated 6/6/1407H. the invoices shall be accompanied by the supporting documentation required in Article 3-1-3 of this Exhibit C, and shall be certified and signed by the Contractor's Authorized Representative.

Separate invoices shall be submitted by the Contractor for the following cost items:

3-1-2-1 In-Kingdom Logistics

The invoice shall cover materials and services (excluding Technical and Support Man-month Services, and Special Cost Items referenced in Articles 3-1-2-3, 3-1-2-4, and 3-1-2-6) procured by the Contractor within the Kingdom of Saudi Arabia under the terms of this Contract.



3-1-2-2 **Out-of-Kingdom Logistics**

The invoice shall cover materials and services (excluding Technical and Support Man-month Services, and Special Cost Items referenced in Articles 3-1-2-3 through 3-1-2-6) procured by the Contractor outside the Kingdom of Saudi Arabia under the terms of this Contract.

3-1-2-3 **Special Cost Items - Overtime**

The invoice shall cover overtime hours worked by Technical and Support Man-month personnel in accordance with the terms of this Contract.

3-1-2-4 **Special Cost Items - Support Staff**

The invoice shall cover costs for Support Staff personnel employed by the Contractor under the terms of this Contract.

3-1-2-5 **Special Cost Items - Engineering and Technical Advisors**

The invoice shall cover costs for Engineering and Technical Advisory personnel (excluding Technical and Support Man-month Personnel) employed by the Contractor under the terms of this Contract.

3-1-2-6 **Special Cost Items - Temporary Duty and Factory Training**

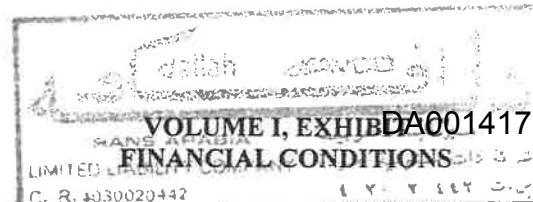
The invoices shall cover costs for Out-of-Kingdom Temporary Duty and Factory Training provided by the Contractor under the terms of this Contract.

3-1-3 **Supporting Documentation**

The Contractor shall provide with its monthly invoices an original and two (2) copies, each in Arabic and English, of documents pertaining to In-Kingdom purchases, Out-of-Kingdom purchases and Special Cost Items, identified and defined in Attachment C of this Exhibit C, and other information as may be required by the Contracting Officer or his designee.



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3-1-4 Billing Adjustments

Following the Government's review of the Supporting Documentation required in Article 3-1-3, if any adjustment results from errors and omissions identified by such review, such adjustment shall be made in the invoice for the next month following the Contractor's receipt of written notice of such error or omission.

3-2 Annual Reconciliation - Logistics Services

Within ninety (90) days after the end of each Contract year, the Contractor shall submit to the Contracting Officer or his designee an original and four (4) copies, each in Arabic and English, of the documents pertaining to an Annual Reconciliation of Logistics Services identified and defined in Attachment C of this Exhibit C, and other information as may be required by the Contracting Officer or his designee.

3-3 Annual Settlement of Claims - Logistics Services

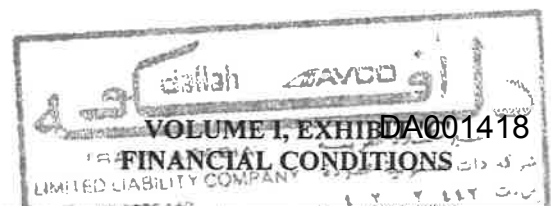
Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer will enter into negotiations with the Contractor in an effort to mutually resolve claims outstanding from the subject year. For such claims as are resolved which require payment, the Contractor shall be entitled to payment upon submission of two (2) copies each in Arabic and English of an Invoice or Invoices for the amount agreed upon by both parties. Such claims as are not resolved will be dealt with in accordance with Exhibit B, General Conditions, Article 28, Contract Interpretation and Settlement of Disputes.

3-4 Final Reconciliation - Logistics Services

The Annual Reconciliation for the third and final year of the Contract shall be submitted together with a Final Reconciliation of the Logistics Support Services. Within ninety (90) days after the end of the Contract period, the Contractor shall submit its third Annual Reconciliation as required in Article 3-2. In addition, the Contractor shall submit a detailed reconciliation of all the Contract years in accordance with procedures developed by the Contractor and submitted for Government approval as part of the



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Contractor's Phase-Out Plan, as described in Volume III, Scope of Services, Exhibit H, Article 4-6-2.

3-5 Final Acceptance - Logistics Services

Final Acceptance for Logistics Support Services and the settlement of all outstanding claims will occur in accordance with the herein under Article 4, Contract Closing Procedures.

4 CONTRACT CLOSING PROCEDURES

4-1 Termination of Logistics Procurement Actions

- 4-1-1 A minimum of ninety (90) days prior to expiration of the Contract, the Contractor shall thereupon take necessary action to ensure orderly termination of his procurement actions upon the date of Contract expiration.
- 4-1-2 The Contractor shall make every possible effort to ensure that vendors meet forecast delivery schedules so that all items arrive in Saudi Arabia before or as soon as possible after the date of Contract expiration. The Contractor will continue processing shipment(s) through the Freight Forwarders and process invoice(s) after the Contract expiration date until all requested items have been received or canceled.
- 4-1-3 The government will ensure that sufficient funds are made available to cover the costs of materials remaining undelivered at the expiration of the Contract and shall extend the funding availability until final Contract closure.

These amounts must be within the allocated budget of the Contract, pursuant to the Cabinet of Ministers Resolution No. 30 for the year 1408H, which requires not to assign the Contractors with services which may increase their due payments above the allocated Contract funds.



4-2 **Settlement of Married Status - Accompanied/Unaccompanied Position**

As referenced in Volume III, Exhibit I - Manning Schedule, all positions in Levels 'A' through 'E' are defined as married status. Married status positions are classified as either accompanied or unaccompanied positions, as defined in Article 1 of Exhibit B.

If the Contractor recruits an employee for a married status position, but not accompanied by his family and/or legal dependents in Kingdom, the Government's reimbursement to the Contractor shall be twenty percent (20%) less than the corresponding full man-month rates as stated in Article 7-1.

4-3 **Final Adjustments**

Upon receipt of the Contractor's Final Reconciliation for Technical and Support Man-month Services and Logistics Support Services, the Government will conduct a review of the aforesaid reconciliation, and the Contractor shall make any necessary adjustments resulting from the Government review.

4-4 **Final Acceptance of Services**

Upon completion by the Government of the review to its satisfaction of each of the Contractor's Final Reconciliation, and upon the completion by the Contractor of any adjustments required by the Government, the Government will issue the Contractor with Certificates of Final Acceptance of the Technical and Support Man-month Services, and the Logistics Support Services.

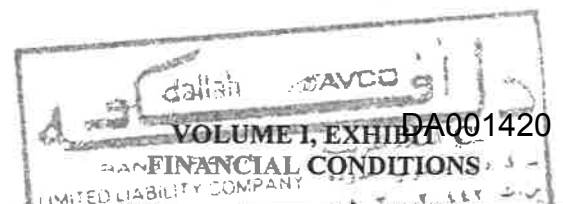
4-5 **Contractor Submission of Government Certification**

4-5-1 Within ninety (90) days after final adjustments resulting from Contract closing reconciliation, the Contractor will submit to the Contracting Officer or his designee the following:

4-5-2 Statements from the Zakat and Income Tax Department and from the General Office of Social Insurance certifying that the Contractor has paid its taxes and contributions for the preceding year pursuant to Article No. 4-8 of these Financial Conditions; and,



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- 4-5-3 A statement from the Ministry of Interior Recruitment Office certifying that the Contractor has fulfilled its obligations related to the discharge of its foreign work-force.
- 4-5-4 A certificate from the General Organization for Social Insurance (GOSI) relevant office certifies that Contractor's company is registered in (GOSI) and he fulfil all his obligation, pursuant to Article 19-6 of the Social Insurance Law.

4-6 **Statements of Outstanding Claims**

Within the ninety (90) day period referred to in Article 4-5-1 of this Exhibit C, the Contractor shall submit to the Government a statement of all claims arising from the performance of each of the services and previously identified in the Final Reconciliation which have not been mutually resolved within the preceding periods. This document shall also set forth the action or monetary compensation, or both, necessary in the opinion of the Contractor to equitably resolve the claim.

Within the same period, the Government will submit in writing to the Contractor any and all Government claims for money compensation or Contractor actions, or both, which in the opinion of the Government are necessary to satisfy the Contractor's obligations under the Contract.

4-7 **Non-Settlement of Claims**

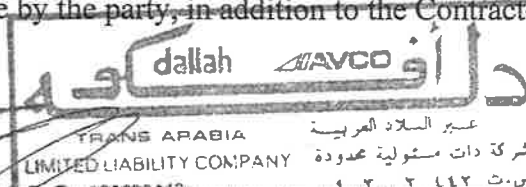
- 4-7-1 In the event that any claims submitted by the parties hereto have not been settled by mutual agreement pursuant to negotiation within a period of sixty (60) days following the expiration of the ninety (90) day period referred to in Article 4-5-1, areas of controversy remaining unsettled shall be considered a dispute in accordance with Exhibit B, General Conditions, Article 28.

- 4-7-2 No claim with respect to any or all services shall be permitted to be asserted by either party against the other unless such claims were identified in writing and presented to the other party within the ninety (90) day period referred to in Article 4-5-1.

4-8 **Final Payment and Contract Closure**

Upon mutual reconciliation of all claims presented hereunder, or in the event neither party shall submit claim against the other party within the ninety (90) day period referred to in Article 4-5-1, each party shall execute a certificate stating there are no existing claims and deliver the said certificate to the other party hereto. The receipt of the said certificate by the party, in addition to the Contractor providing the Government

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with copies of Department of Zakat and Income Tax and Ministry of Interior statements described in Article 4-5, shall entitle the Contractor to Final Payment that shall not exceed 10% of the Contract value until completion of works, for Technical and Support Man-months and Logistics Support Services and Special Cost Items, and shall officially close the Contract and discharge each party from any obligation created by the Contract, with respect of the services specified in the Contract, with the exception of any monetary adjustments that are required by Exhibit B, General Conditions, Article 31 because of final payment of taxes.

5. **PERFORMANCE BONDS**

All Performance Bonds issued by the Contractor and presented to the Government must be in accordance with the Rules and Regulations as defined in the Ministry of Finance and National Economy Resolution No. 17/67, dated 2/4/1408H.

5-1 **Period of Effectivity**

The effectivity of the Performance Bonds provided in accordance with the Request for Proposal, Article 16, and Exhibit B - General Conditions, Article 8, shall continue until one (1) year after Contract completion or as determined by the Government. In the event of earlier termination of this Contract other than for the default of the Contractor in its performance hereunder, the bonds will expire one (1) year after such termination. The bonds shall be obtained by the Contractor from a bank which is acceptable to the Saudi Arabian Monetary Agency.

5-2 **Release of Performance Bond**

Upon performance by the Contractor of all of its obligations under the Contract, and upon the issuance of the Certificate of Contract completion and submittal of final Zakat Certificate, the Performance Bond will be released to the Contractor, after it has been ascertained by means of the above certificates that the Government has no claims against the Contractor.




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EXHIBIT 'C'
FINANCIAL CONDITIONS
ATTACHMENT 'A'

PERFORMANCE LETTER OF GUARANTEE
(PERFORMANCE BOND - REDUCING)

Messrs. Ministry of Defence & Aviation - Presidency of Civil Aviation

Place : _____

No. : _____

Date : _____

As you have granted our Customer/ Dallah Avco Trans Arabia Company, Contract to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System (ANSS).

We hereby The Saudi Investment Bank guarantee our above-mentioned Customer without any objection from our Customer, to pay an amount not exceeding Saudi Riyals Nine Million Five Hundred Thousand (SR9,500,000.00) which is equal to five percent (5%) of the total Contract price.

Upon the Contractor submitting to the Bank a certified true copy of the Contractor's written receipt acknowledging payment for man-month billing invoices, the value of this Performance Letter of Guarantee (Performance Bond) will be automatically reduced by an amount equal to five percent (5%) of the gross value of each such invoice.

We hereby unconditionally guarantee to put under your disposal all or a portion of the above-mentioned figure after giving effect to all reductions therefrom as provided hereinafter upon receiving your first written notice, according to your absolute judgment, of a failure in providing the Technical and Support Man-months Services required by the above-mentioned Contract thereby justifying such request as per this Guarantee.



[Handwritten signature]



This guarantee is valid until the end of 1/8/1426H. of 5/9/2005G

Any dispute over the interpretation of the conditions of this Letter of Guarantee shall be subject to the regulations of the Kingdom of Saudi Arabia, particularly the guarantees regulation issued by H.E. Minister of Finance and National Economy No. 17/67 dated 2/4/1408H.

Authorized Signature



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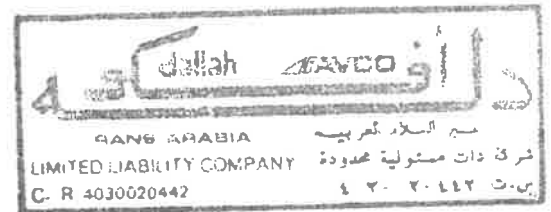


EXHIBIT - C ATTACHMENT - B
LETTER OF GUARANTEE
NON - REDUCING

DA001426

The Saudi Investment Bank

Head Office : P.O.Box 3533 Riyadh 11481

Saudi Arabia



البنك السعودي للاستثمار

المكتب الرئيسي : ص.ب ٣٥٣٣ الرياض ١١٤٨١

المملكة العربية السعودية

خطاب ضمان نهائي

السادة / وزارة الدفاع والطيران - رئاسة الطيران المدني . 8.945.000,00 فقط لا غير
 SAR EIGHT NINE FOUR FIVE ZERO ZERO ZERO ZERO ZERO ZERO

التاريخ : ١٤٢٢/٠٦/١٦ هـ

المكان : جدة

الموافق : ٢٠٠١/٠٩/٠٤ م

رقم الضمان : ILG00006698

حيث انكم منحتم عملاتنا السادة / شركة دله أفكو عبر البلاد العربية، برج دله ص ب ٤٣٠ جدة - ٢١٤١١، عقد دعم وتشغيل وصيانة نظام الملاحة الجوية بالمملكة .

نحن البنك السعودي للاستثمار نتعهد بموجب هذا تعهدا غير مشروط وغير قابل للنقض بان ندفع لكم مبلغا وقدره ٨٠٩٤٥٠٠٠/٠٠ ريال سعودي (فقط ثمانية مليون وتسعمائة وخمسة وأربعون ألف ريال سعودي لا غير) وفقا لما يلي:-

(أ) أن ندفع لكم فورا وبمجرد طلبكم الكتابي وبصرف النظر عن أي اعتراض من المقاول أو من أي جهة أخرى هذا المبلغ أو اية مبالغ تطالبون دفعها على ألا تتجاوز في مجموعها المبلغ المذكور اعلاه وهو مبلغا وقدره ٨٠٩٤٥٠٠٠/٠٠ ريال سعودي (فقط ثمانية مليون وتسعمائة وخمسة وأربعون ألف ريال سعودي لا غير) وذلك بالتحويل الى حسابكم لدى أي بنك في المملكة العربية السعودية أو بآية طريقة أخرى مقبولة لديكم.

(ب) اية مدفوعات تتم بناء على طلبكم ستكون صافية وخالية من وبدون أي خصم حالي أو مستقبلي على سبيل الوفاء باية ضرائب أو تنفيذات أو رسوم أو نفقات أو ائتماع أو استقطاعات أو حجوزات مهما كانت طبيعتها أو الجهة التي فرضتها.

(ج) تشكل التعهدات الواردة في هذا الضمان التزامات اساسية مباشرة علينا غير مشروطة بأي شرط وغير قابلة للنقض. وسوف لن نغنى من كل أو بعض هذه الالتزامات لأي سبب من الاسباب ايا كانت طبيعتها أو مصدره مثل التغيير في شروط العقد أو تمديده أو التغيير في مدى أو طبيعة العمل المطلوب انجازه. أو التقصير أو القيام بأي فعل أو اجراء من جانبكم أو من جانب الغير من شأنه أن يعفى أو يخلى طرفنا من التزاماته ومسئوليته المنصوص عليها في هذا الضمان.

(د) يظل هذا الضمان ساري المفعول وناظرا اعتبارا من ١٤٢٢/٦/١٨ هـ الموافق ٢٠٠١/٩/٦ م حتى نهاية يوم ٠١ من شهر ٠٨ سنة ١٤٢٦ هـ الموافق ٢٠٠٥/٩/٥ م ووفق شروط هذا الضمان انه اذا قمتم لنا اخطارا كتابيا وموقعا في أو قبل التاريخ المذكور لانهاء هذا الضمان (أو لأي تمديدات لاحقة) - وفقا للشرط - بأن نمدد الضمان فاننا سوف نقوم: (أ) بتمديد هذا الضمان تلقائيا للمدة المطلوبة (على أن لا تتعدى ٣٦٥ يوما) من التاريخ الاصلى لانهاء الضمان أو من تاريخ انتهاء التمديدات اللاحقة حسب توضيح تلك المدة في طلب التمديد. أو (ب) بأن ندفع لكم قيمة الضمان.

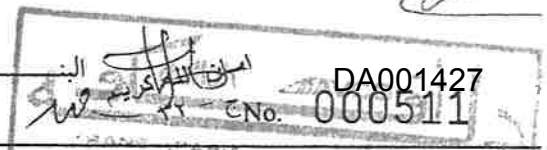
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(و) أي نزاع بشأن هذا الضمان يكون الفصل فيه من اختصاص المحاكم المختصة في المملكة العربية السعودية وحدها ووفقا للأنظمة والقرارات واللوائح والتعليمات السعودية.



FOUAD R. FAYSAL

B-53



DA001427

CNo. 000511

The Saudi Investment Bank

Head Office : P.O.Box 3533 Riyadh 11481

Saudi Arabia



البنك السعودي للاستثمار

المكتب الرئيسي : ص.ب ٣٥٣٣ الرياض ١١٤٨١

المملكة العربية السعودية

خطاب ضمان نهائي

SAR EIGHT NINE FOUR FIVE ZERO ZERO ZERO - ZERO ZERO * 8.945.000,00 فقط لا غير
السادة / وزارة الدفاع والطيران - رئاسة الطيران المدني.

التاريخ : ١٤٢٢/٠٦/١٦ هـ

الموافق : ٢٠٠١/٠٩/٠٤ م

المكان : جدة

رقم الضمان : ILG00006698

حيث انكم منحتم عملاتنا السادة / شركة دله أفكو عبر البلاد العربية، برج دله ص ب ٤٣٠ جدة - ٢١٤١١، عقد دعم وتشغيل وصيانة نظام الملاحة الجوية بالمملكة .

نحن البنك السعودي للاستثمار نتعهد بموجب هذا تعهدا غير مشروط وغير قابل للنقض بان ندفع لكم مبلغا وقدره ٨٩٤٥٠٠٠/٠٠ ريال سعودي (فقط ثمانية مليون وتسعمائة وخمسة وأربعون ألف ريال سعودي لا غير) وفقا لما يلي:-

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(و) أي نزاع بشأن هذا الضمان يكون الفصل فيه من اختصاص الجهة المختصة في المملكة العربية السعودية وحدها ووفقا للأنظمة والقرارات واللوائح والتعليمات السعودية.



FOUAD R. BAYSAL

B-53



DA001428
CNo. 000511

EXHIBIT 'C'
FINANCIAL CONDITIONS
ATTACHMENT 'B'

PERFORMANCE LETTER OF GUARANTEE
(PERFORMANCE BOND - NON-REDUCING)

To: Kingdom of Saudi Arabia
Ministry of Defence and Aviation
Jeddah, Saudi Arabia

Re: PERFORMANCE BOND

Contract Number PCA-AE-2000-25 dated _____ between
Dallah Avco Trans Arabia Company (hereinafter referred to as the 'Contractor') and the
Government of the Kingdom of Saudi Arabia (hereinafter referred to as the
'Government') relating to said Contract for Operations and Maintenance Support of the
Saudi Arabian Air Navigation System.

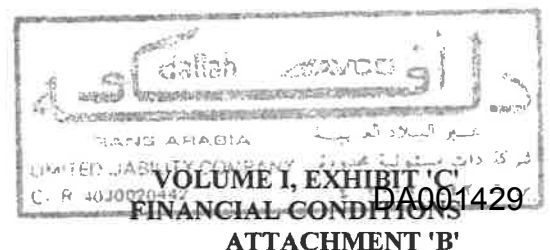
Dear Sirs:

Under the above Contract, the Contractor has to guarantee to the Government the fulfilment of
its contractual obligations in regard to furnishing Logistics Support and Special Cost Items.
The undersigned (hereinafter referred to as 'the Bank') hereby undertakes as the joint and
several guarantor of the Contractor to pay the Government an amount not exceeding Saudi
Riyals Eight Million Nine Hundred Forty Five Thousand (SR8,945,000.00).

We hereby unconditionally guarantee to put under your disposal all or a portion of the above-
mentioned figure upon receiving your first written notice, according to your absolute judgment,
of a failure in furnishing Logistics Support and Special Cost Items required by the above-
mentioned Contract thereby justifying such request as per this Guarantee, and indicating in such
notice that the amount set forth in such notice is due you.



[Handwritten signature]



The validity period of this guarantee shall extend up to the end of the 1/8/1426H. (5/9/2005G) or until we receive formal notification from you that you have no further claims on the Contractor, whichever is the later. You must submit your request within the validity period of this Guarantee to our office at Jeddah.

Any dispute over the interpretation of the conditions of this **Letter of Guarantee** shall be subject to the regulations of the Kingdom of Saudi Arabia.

Authorized Signature



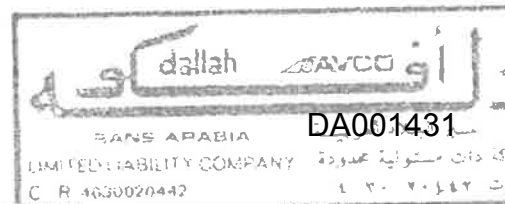
VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT C - FINANCIAL CONDITIONS
ATTACHMENT 'C'
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
6	DEFINITIONS OF BILLING DOCUMENTATION	1 of 16
6-1	INTRODUCTION	1 of 16
6-2	TECHNICAL AND TECHNICAL SUPPORT MAN-MONTH SERVICES MONTHLY SUPPORTING DOCUMENTATION	1 of 16
6-3	TECHNICAL AND TECHNICAL SUPPORT MAN-MONTH SERVICES ANNUAL RECONCILIATION DOCUMENTATION	4 of 16
6-4	TECHNICAL AND TECHNICAL SUPPORT MAN-MONTH SERVICES FINAL RECONCILIATION DOCUMENTATION	4 of 16
6-5	IN-KINGDOM LOGISTICS SERVICES MONTHLY SUPPORTING DOCUMENTATION	5 of 16
6-6	IN-KINGDOM LOGISTICS SERVICES ANNUAL BILLING RECONCILIATION DOCUMENTATION	8 of 16
6-7	OUT-OF-KINGDOM LOGISTICS SERVICES MONTHLY SUPPORTING DOCUMENTATION	8 of 16
6-8	OUT-OF-KINGDOM LOGISTICS SERVICES ANNUAL RECONCILIATION DOCUMENTATION	10 of 16



[Signature]

[Signature]

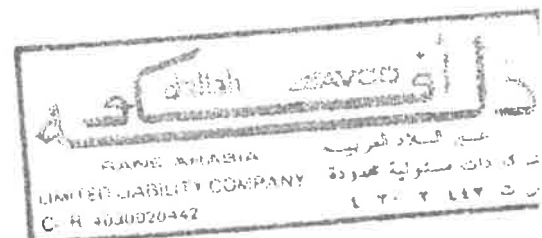


VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT C - FINANCIAL CONDITIONS
ATTACHMENT 'C'
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
6-9	SPECIAL COST ITEMS - TECHNICAL AND TECHNICAL SUPPORT MAN-MONTH SERVICES OVERTIME/MONTHLY SUPPORTING DOCUMENTATION	11 of 16
6-10	SPECIAL COST ITEMS - TECHNICAL AND TECHNICAL SUPPORT MAN-MONTH SERVICES OVERTIME/ANNUAL RECONCILIATION DOCUMENTATION	12 of 16
6-11	SPECIAL COST ITEM - SUPPORT STAFF/MONTHLY SUPPORTING DOCUMENTATION	13 of 16
6-12	SPECIAL COST ITEM - SUPPORT STAFF ANNUAL RECONCILIATION DOCUMENTATION	15 of 16
6-13	SPECIAL COST ITEMS - ENGINEERING AND TECHNICAL ADVISORS	16 of 16
6-14	SPECIAL COST ITEMS - TDY AND FACTORY TRAINING	16 of 16
6-15	LOGISTICS EXPENDITURE REPORTS	16 of 16



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DA001432

EXHIBIT 'C'
FINANCIAL CONDITIONS
ATTACHMENT 'C'

6 DEFINITIONS OF BILLING DOCUMENTATION

6-1 Introduction

This attachment contains definitions of documentation to be furnished by the Contractor to the Government in support of the Contractor Invoices for Man-months, Logistics and Special Cost Items. It is understood and agreed that the Government has the right to require changes in the organization and format of the information contained herein.

6-2 Technical and Technical-Support Man-month Services Monthly Supporting Documentation

6-2-1 Man-month Invoice Summary by Level

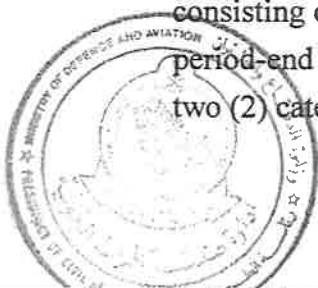
A monthly computer printout billing summary of technical and technical support employees by billing levels, containing billable days, billable man-months, man-month rate, and total Saudi Riyal man-month billing.

6-2-2 Man-month Invoice Summary by Location and Task

A monthly computer printout containing a list of technical and technical support employees organized by task and location. The list shall contain billable days, billable man-months, man-month rate, and total Saudi Riyal man-month billing, consisting of name, badge number, hire date, location, job code, job title, and period-end date.

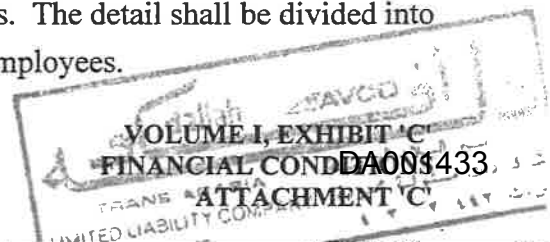
6-2-3 Man-month Invoice Details

Details of Technical and Technical Support billing organized by tasks and location, consisting of badge number, employee's name, billing level, hire date, job code, job title, period-end date, billable days and billable man-months. The detail shall be divided into two (2) categories; Technical and Technical Support Employees.



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6-2-4 **Billing New Hires Report**

A monthly detail billing report for employees hired during the month, organized by task, indicating badge number, name, date of arrival in-Kingdom (as applicable), date of hire, job code, location, job title, period-end date and number of days billed. This report shall be supported by copies of letters of introduction and authorization for hired employees.

6-2-5 **Employees New Hires Arrival Report**

A monthly report indicating employee arrivals during the month, organized by task, indicating badge number, name, job code, job title, location, date of hire and date of arrival in-Kingdom (as applicable). The report shall be supported with copies of PCA hiring authorization applicable to each new employee.

A report is divided into two (2) categories, Technical and Technical Support Employees.

6-2-6 **Billing Separated Employee Report**

A monthly report covering all separated employees billed during the month. The report shall be organized by task, indicating badge number, name, date of hire, last date worked, last billed rate, current month billing days by type (i.e., regular, sick leave, vacation and holidays) and reason for separation.

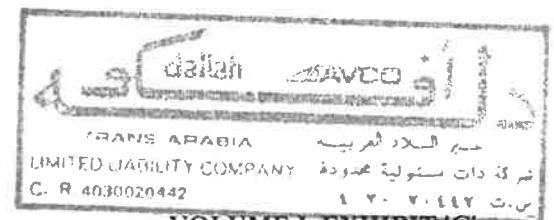
6-2-7 **Employee Separation Report**

A monthly report indicating employee separations. The report shall be organized by task, indicating badge number, name, job title, job code, location, task, last date worked, effective date of separation and reason for separation.

The report shall be divided into two (2) categories, Technical and Technical Support Employees.



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VOLUME I, EXHIBIT 'C'
FINANCIAL CONDITION
ATTACHMENT 'C'

6-2-8 Reassignment Report

A monthly report listing changes in billing levels, positions, and locations of assignment for employees effected during the applicable month, supported by a copy of the applicable Government letter authorizing or directing such a change. The report shall be organized by task, indicating previous job code, new job code, badge number, name, previous level, new level, hire date, effective date of reassignment, job title, new job title, previous location, new location and period-end date.

6-2-9 Comparative Cost Schedule by Level

A monthly report for comparing the last twelve (12) months of man-month billing amounts, organized by technical and technical support billing levels indicating the number of man-months for the current month and billing rates compared to the previous twelve (12) month period.

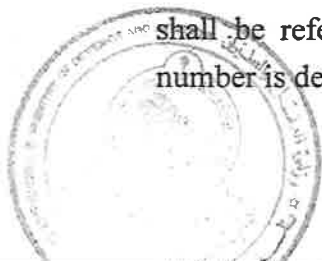
6-2-10 Billing Adjustment Report

A monthly report detailing current man-month billing adjustments from a previous period billed. The report shall be organized by task, indicating badge number, name, level, hire date, job code, job title, period-end date, billable days, billable man-months and man-month adjustment, giving reference to the invoice numbers in which previous credit or debit were made. The report shall be supported by debit and credit notes applicable to the adjustments.

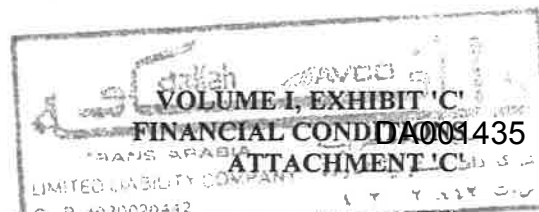
6-2-11 Employees Personnel Roster

A monthly computer printout listing of the active Contractor employees currently on the program. This list shall be organized by task and indicate job code, job title, billing level, badge number, name of employee, nationality and hire date.

The report shall also include the number of authorized positions, the number of filled positions and the percentage (%) of positions filled; the number of authorized positions shall be referenced to Contract Change Orders, as applicable, from which the current number is derived.



Amid



6-2-12 Man-month Funding Reconciliation

A monthly report summarizing the total amounts funded for man-months, total man-month invoices paid, date paid, cheque number, outstanding man-month invoices and balance of funding. The report shall be balanced and summarized monthly by Contract year and Government fiscal year.

6-3 Technical and Technical Support Man-month Services Annual Reconciliation Documentation

6-3-1 Income Tax Clearance Certificate

The Contractor shall present a certificate issued by the Department of Zakat and Income Tax (DZIT) indicating payment of taxes. The preliminary certificate issued when tax payment is made shall be presented with annual reconciliation documentation. The final certificate which will be issued after audit and acceptance by DZIT and shall be submitted to the Government by the Contractor upon receipt.

6-3-2 Annual Man-month Billing Summary

An annual report summarizing the man-month yearly costs and number of man-months.

6-3-3 Annual Summary of Claims

An annual summary of the Contractor's outstanding claims, if any. This documentation shall also set forth the action or monetary compensation, or both, to equitably resolve the claim.

6-4 Technical and Technical Support Man-month Services Final Reconciliation Documentation

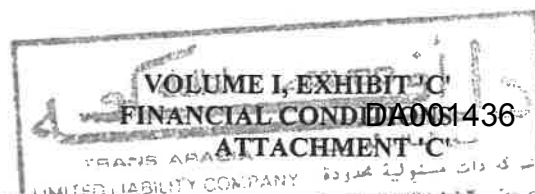
6-4-1 Final Man-month Billing Summary

A report summarizing the man-month costs and number of man-months expended during the three years of the Contract.



[Signature]

[Signature]



6-4-2 **Accrued Entitlement Report**

A report providing the value in Saudi Riyals of entitlements as described in Articles 2-18 and 2-20 of Exhibit H, Volume III accrued but not utilized by Contractor man-month employees and to be billed to the Government upon expiration of the Contract period.

6-5 **In-Kingdom Logistics Services/Monthly Supporting Documentation**

6-5-1 **In-Kingdom Logistics Invoice Summary**

A summary of the invoice cost by Sector showing both the property and consumable item costs and total divided by Sectors.

6-5-2 **In-Kingdom Logistics Invoice Details - Property and Controllable Report**

A computer printout of property and controllable items invoiced. The amounts invoiced shall be listed as follows and organized by cost code and site:

- a) Item Number
- b) Site Code, Sector
- c) Purchase Requisition, Purchase Order Number
- d) Date Paid
- e) Vendor Name
- f) Receiving Report Number - Form 1 and Form 2
- g) Description
- h) Number of Units Ordered
- i) Unit Cost in Saudi Riyals
- j) Total Quantity of Units Received
- k) Total Amount in Saudi Riyals or other Currencies
- l) Voucher Number
- m) Account Cost Code
- n) Check Number (if any)



6-5-3 In-Kingdom Logistics Invoice Details - Consumable and Services Report

A computer printout of all consumable and services invoiced and presented as defined in Article 6-5-2 of this Attachment.

6-5-4 In-Kingdom Logistics Invoice Details - All Inclusive Report

A computer printout of all inclusive items, property; consumable and services invoiced and presented as defined in Article 6-5-2 of this Attachment.

6-5-5 Receiving Report

The Receiving Report is the Form 2 document issued by the PCA-AE Stores Office confirming the receipt of the materials shipped and supplied. It shall be signed by the designated representatives of PCA.

6-5-6 Billing Adjustment Report

A report attached to the invoice detailing In-Kingdom billing adjustments from a previous period billed (if any). The report shall be organized as in Article 6-5-2 showing debit or credit made, number of invoice, previous invoices affected and full explanation of adjustments made.

6-5-7 Logistics Funding Reconciliation

A monthly report summarizing the total amounts funded for logistics, total logistics invoices paid, date paid, PCA Cheque No., outstanding logistics invoices and balance of funding. The report shall be balanced and summarized monthly by Contract year and Government fiscal year covering - all logistics billings, i.e. Overtime, Out-of-Kingdom Logistics, Support Services, etc.



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6-5-8 Miscellaneous Disbursement Authorization (Field Operating Fund)

The Miscellaneous Disbursement Authorization shall be used to authorize the purchase made through a Field Operating Fund. The form shall show location, description, cost, vendor, and usage. The complete form shall contain signature blocks for certification of PCA use, authorization by the department head or his designee(s), and receipt of materials or services purchased.

6-5-9 Vendor Invoice

The receipt document issued by the vendor to the buyer confirming the requested item(s), specifying the unit price, discount and the net cost of the payment.

6-5-10 Purchase Requisition

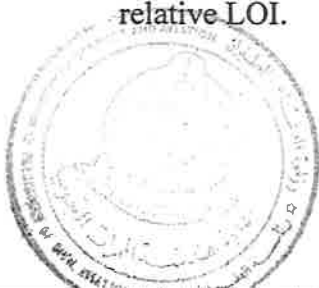
The Purchase Requisition is the authorizing document used by the Government to provide required specifications of materials to be supplied by the Contractor.

6-5-11 Purchase Order

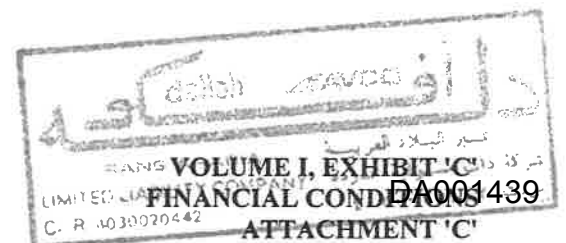
A Purchase Order is a document prepared based on the related Purchase Requisition, and issued to the vendor confirming the details of purchase, including price, technical specifications, commercial terms, and conditions after approval from PCA.

6-5-12 Letter of Instruction (LOI)

A Letter of Instruction (LOI) issued by the Government to the Contractor will be used to request materials and/or services of a special nature to be procured within or out of the Kingdom. The LOI will clearly define requirements, prices, terms and conditions, bonds, Letters of Credit, and all responsibilities of the Government and the Contractor. The Letter of Instruction shall include the requirements for applicable invoices for all equipment, parts, materials and/or services procured by the Contractor pursuant to the relative LOI.



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6-6 **In-Kingdom Logistics Services/Annual Billing Reconciliation Documentation**

6-6-1 **In-Kingdom Logistics Annual Billing Summary**

An annual report summarizing the In-Kingdom yearly costs classified as to invoice number and amount.

6-6-2 **In-Kingdom Logistics Annual Billing Detail**

As defined in Article 6-6-1, but listing all items purchased during the applicable Contract year.

6-6-3 **Annual Billing Adjustments Report**

Annual report detailing all past credit or debit adjustments as defined in Article 6-5-6 of this Attachment C.

6-6-4 **Annual Funding Reconciliation**

A financial report showing Contract funding and billing costs, summarized monthly organized both for Contract year, and Government fiscal year, as defined in Article 6-5-7, as applicable to Logistics and covering all Logistics costs.

6-7 **Out-of-Kingdom Logistics Services Monthly Supporting Documentation**

6-7-1 **Out-of-Kingdom Logistics Invoice Summary**

A billing report summarized by shipper reference, listing total material costs, transportation costs, handling costs, fees and adjustments, if any. The summary shall be in three (3) groups: a) All Inclusive, b) Property, c) Consumable and Services.



A handwritten signature in black ink, appearing to be "Summit".



6-7-2 Out-of-Kingdom Logistics Invoice - Property and Controllable Report

A computer printout organized by shipper reference. Details shall be listed showing purchase order number, item number, Purchase Requisition number, quantity shipped, unit cost, total cost, discount, net value shipped, quantity received, billing amount, Receiving Report number, part number, and classification code, as defined in Article 6-5-2, listing all property and controllable billed items.

6-7-3 Out-of-Kingdom Logistics Invoice Detail - Consumable Services Report

As defined in Article 6-7-2, but listing all consumable and service items.

6-7-4 Out-of-Kingdom Logistics Invoice Detail - All Inclusive Report

As indicated in Article 6-7-2, representing all invoiced items.

6-7-5 Receiving Report

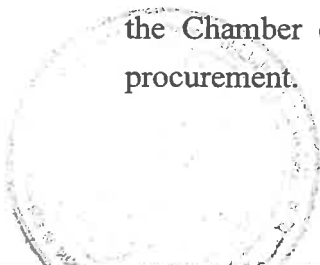
The Receiving Report is the Form 2 document issued by the PCA-AE Stores Office confirming the receipt of the materials shipped or supplied. It shall be signed by the designated representatives of PCA.

6-7-6 Billing Adjustment Report

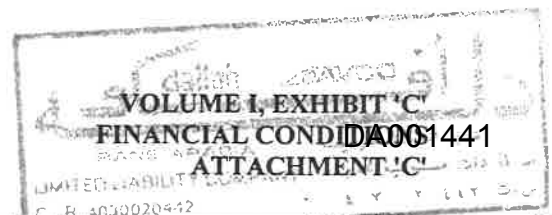
A billing report summarizing the adjustment on the invoice. The report shall be detailed by shipper reference and item number showing shortage or overage, unit cost, amount and description, as in Article 6-5-6.

6-7-7 Vendor Invoices

The original invoice consisting of an itemized list from the vendor, showing materials shipped specifying the quantity, description and price, and terms of sale. If the original invoice is not available, the Contractor shall provide three (3) copies certified as true by the Chamber of Commerce and the Royal Saudi Arabian Embassy of the country of procurement.



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6-7-8 **Purchase Requisition**

As defined in Article 6-5-10 of this Attachment.

6-7-9 **Purchase Order**

As defined in Article 6-5-11 of this Attachment.

6-7-10 **Bill of Lading**

The Bill of Lading is the document issued by the freight Forwarders on the materials shipped. The Bill of Lading number shall be indicated on the shipping documents.

6-7-11 **Certificate of Origin**

The Certificate of Origin is the document certifying the shipment of goods by the shipper to the consignee. The document is certified by the Chamber of Commerce and Saudi Arabian Consulate Office of the country of procurement.

6-7-12 **Shipping Document**

The shipping document is the list provided by the Contractor of the items shipped. Separate documents are issued for each shipment, detailing item number, description, packing list, invoices, quantity shipped, unit cost and total cost.

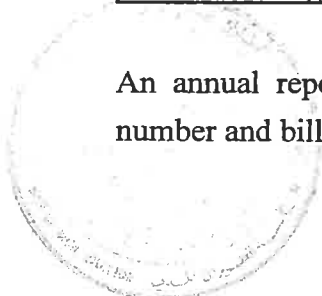
6-7-13 **Letter of Instruction (LOI)**

As defined in Article 6-5-12 of this Attachment.

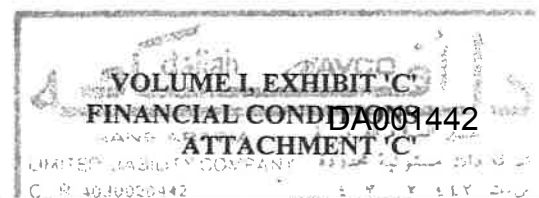
6-8 **Out-of-Kingdom Logistics Services Annual Reconciliation Documentation**

6-8-1 **Annual Billing Out-of-Kingdom Summary**

An annual report summarizing the Out-of-Kingdom yearly costs classified by invoice number and billing amount.



Signature



6-8-2 **Annual Out-of-Kingdom Invoice Detail**

As defined in Articles 6-7-2, 6-7-3, and 6-7-4, but listing all items purchased during the year under Out-of-Kingdom Logistics.

6-8-3 **Annual Billing Adjustment Report**

An annual report detailing all past credit or debit adjustments as defined in Article 6-7-6 above.

6-9 **Special Cost Item - Technical and Technical Support Man-month Services Overtime/Monthly Supporting Documentation**

6-9-1 **Overtime Invoice Summary**

A monthly computer printout organized by level, showing overtime hours, billing date, and Saudi Riyals billing amount.

6-9-2 **Overtime Invoice Detail - Technical Employees**

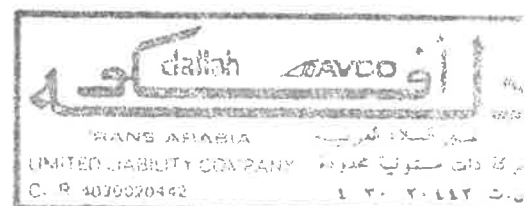
Details of Technical billings showing task, badge number, employee's name, level, hire date, job code, job title, period, and overtime hours billed. The detail shall be for Technical Employees organized by task and billing level.

6-9-3 **Overtime Invoice Detail - Technical Support Employees**

Details of Technical Support billings showing task, badge number, employee's name, level, hire date, job code, job title, period, and overtime hours billed. The detail shall be for Technical Support Employees organized by task and billing level.



A handwritten signature in blue ink, likely belonging to an official, positioned next to the circular stamp.



6-9-4 Billing Adjustment Report

A monthly report detailing current overtime hours adjustments from a previous period billed. The report shall be organized by task, indicating badge number, name, level, hire date, job code, job title, period-end date, overtime hours and billing amount adjustment, defining source of adjustments and reasons.

6-9-5 Approved Overtime Authorization

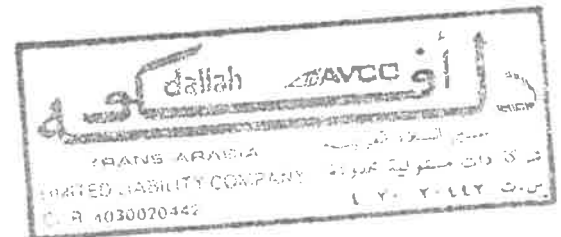
A Government standard Overtime Authorization Form which contains the name, badge number, position/title, overtime hours worked and justification for overtime worked. A separate form shall be provided for each employee who works overtime, for each Contract month. The information entered on the form shall include dates worked.

6-9-6 Twelve (12) Month Overtime Hours Analysis - By Level

A monthly computer printout summarizing overtime hours worked for the current and prior 11 months. The report shall be organized by billing level.

6-10 Special Cost Item - Technical and Technical Support Man-month Services Overtime/Annual Reconciliation Documentation**6-10-1 Annual Overtime Hours Analysis Cost Summary**

An annual report covering twelve (12) months overtime costs summary, organized by level and showing hours and amounts.



6-11 **Special Cost Item - Support Staff/Monthly Supporting Documentation**

6-11-1 **Support Staff Invoice Summary**

A monthly report indicating Support Staff Invoice billing amounts and summarizing total salaries consisting of, regular salary, overtime, shift premium, severance award, housing allowance, transportation and station allowance, medical costs, airline tickets charges, Saudi Social insurance, Workmen's Compensation insurance, Contractor fee, and total amount billed. The report shall be organized by task.

6-11-2 **Support Staff Invoice Details**

A monthly computer printout defining the Support Staff summarized billing amount, organized by badge number and task, including location, name, position number, date of hire, job title, regular salary, overtime, shift premium, severance award, housing allowance, transportation/station allowance, medical costs, airline ticket costs, General Office of Social Insurance (GOSI) costs, Workmen's Compensation insurance, and total salaries and burdens.

6-11-3 **Employees New Hire/Employment Reports and Contracts**

A monthly report indicating Support Staff employees hired during the month organized by task and badge number, including name, job number, job title, location, date of hire and first day worked.

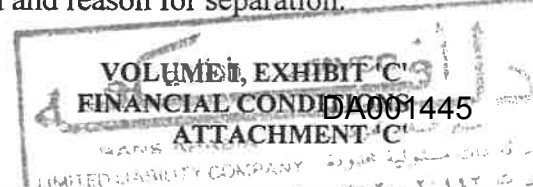
Documents attached to the report shall include the letters of introduction, PCA hiring authorization letters and copies of all employees' personal employment contracts, documents and certificates. These said documents shall be presented with the first billing of new hire employees.

6-11-4 **Employees Separation Report**

A monthly report indicating employee separations. The report shall be organized by task and indicate badge number, name, position number, title, location, task number date of hire, last date worked, effective date of separation and reason for separation.



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Documents attached to the report shall include PCA Directive Termination Letters, Notice of Termination, and Final Settlement worksheet showing itemized payment of the following salary, termination notice, severance award, leave days, transportation, and any or all other payables due to the employees.

6-11-5 Support Staff Vacation and Holiday Report

A monthly computer printout indicating details of Support Staff vacations and holidays for the month. The report shall be organized by task, listing employees' badge number, name, hire date, vacation accrued, vacation used, vacation balance, holiday accrued, holiday used, holiday balance and total balance.

6-11-6 Reassignment or Payroll Change Report

A report indicating changes in employee salaries and burdens pertaining to salary increases, promotions, reassignments, and other employee contract changes. PCA letters authorizing such changes shall be attached to the report.

6-11-7 Billing Adjustment Report

As defined in Article 6-2-10, only for Support Staff employees.

6-11-8 Authorized Salaries and Burdens List

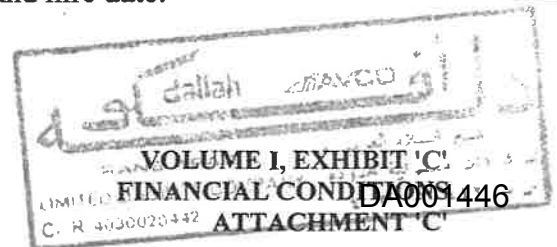
A monthly computer printout listing the active employees on the program organized by task, indicating name, title, badge number, nationality, hire date, basic salary and other benefits.

6-11-9 Employee Personnel Roster

A monthly computer printout listing the active employees on the program. The report shall be organized by task and position number, and indicate position title, level, salary grade, badge number, name of employee, nationality and hire date.



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6-11-10 GOSI Payments Report

A monthly computer printout showing total GOSI contributions, summarized by employee number, name, nationality, code, GOSI number, passport number (if any) date of hire, GOSI base and contributions paid to GOSI.

6-11-11 Checks/Receipts

A Contractor standard payment authorization issued to employees indicating the reference number, employee's name, badge number, payment date, amount and description of payment, or copies of receipts defining payment to employees.

6-11-12 Overtime and Authorization Reports

A Government standard Overtime Authorization Form containing the name, badge number, position number, title, overtime hours worked and justification for overtime worked.

6-11-13 Support for Medical and Other Costs

The documents included with the Support Staff invoice to support the billing for medical costs are medical authorizations, medical certificates and medical payment invoices/receipts.

Documents supporting other costs shall include authorization documents, airline tickets, vendor invoices, receipts and other relevant documents.

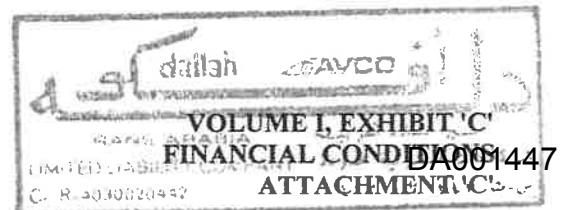
6-12 Special Cost Item - Support Staff Annual Reconciliation Documentation

6-12-1 Annual Support Staff Billing Summary

An annual report summarizing the Support Staff yearly salaries and burdens, organized by task.



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6-12-2 Annual Billing Adjustments

An annual report summarizing the total Support Staff billing adjustments made during the year. The report shall be organized by task, and indicate badge number, name, hire date, job code, job title, period billable days, burden and adjustments.

6-13 Special Cost Item - Engineering and Technical Advisors

The documents included with the Engineering and Technical Advisors invoice to support the billing for Engineering and Technical Advisors.

6-14 Special Cost Item - TDY and Factory Training

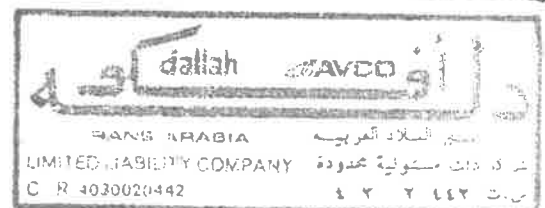
The documents included with the TDY and Factory Training invoice to support the billing shall include authorization documents, airline tickets, vendor invoices and other relevant documents.

6-15 Logistics Expenditure Reports**6-15-1 Monthly Expenditure Status Reconciliation**

A monthly report summarizing the total amount funded and expended for Logistics Support Services and Special Cost Items, including the total amounts paid per invoice type, cheque numbers and dates (i.e., In-Kingdom, Out-of-Kingdom, Overtime, Support Staff, etc.) and outstanding amounts per invoice type, organized by Contract years, and Government fiscal years.

6-15-2 Annual Expenditure Status Reconciliation

An annual report summarizing total transactions for the applicable Contract year as described in Article 6-15-1.



VOLUME I, EXHIBIT 'C'
FINANCIAL CONDITIONS
ATTACHMENT 'C'
DA001448

VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT C - FINANCIAL CONDITIONS
ATTACHMENT 'D'
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
7	SCHEDULE OF QUANTITIES AND PRICES	1 of 7
7-1	MAN-MONTH PRICES	1 of 7
	LEVELS 'A' THROUGH 'C'	1 of 7
	LEVELS 'D' THROUGH 'G'	2 of 7
	LEVELS 'H' THROUGH 'K'	3 of 7
	LEVEL 'L'	4 of 7
7-2	LOGISTICS SERVICE CHARGE AND FEE PLAN	5 of 7
7-3	OUT-OF-KINGDOM TEMPORARY DUTY RATES	5 of 7
7-4	OVERTIME (HOURLY) RATES	6 of 7
7-5	SUPPORT STAFF RATE ENTITLEMENT	7 of 7
7-6	SUPPORT STAFF CATEGORIES & SALARIES SCHEDULE	7 of 7

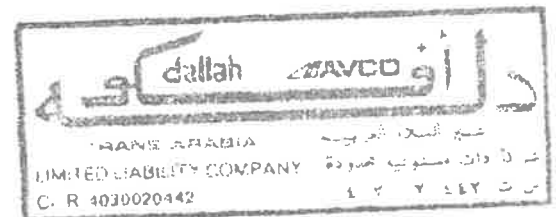


EXHIBIT 'C'
FINANCIAL CONDITIONS
ATTACHMENT 'D'

7 SCHEDULE OF QUANTITIES AND PRICES

7-1 Man-month Prices:

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL A</u>			
MM/YR REQUIRED	240	240	240
RATE IN S.R.	25,880	25,880	25,880
TOTAL COST/YR SR	6,211,200	6,211,200	6,211,200
<u>LEVEL B</u>			
MM/YR REQUIRED	300	300	300
RATE IN S.R.	20,550	20,550	20,550
TOTAL COST/YR SR	6,165,000	6,165,000	6,165,000
<u>LEVEL C</u>			
MM/YR REQUIRED	408	408	408
RATE IN S.R.	18,420	18,420	18,420
TOTAL COST/YR SR	7,515,360	7,515,360	7,515,360



VOLUME I - EXHIBIT 'C'
SCHEDULE OF PRICES & QUANTITIES
ATTACHMENT 'D'

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL D</u>			
MM/YR REQUIRED	312	312	312
RATE IN S.R.	16,015	16,015	16,015
TOTAL COST/YR SR	4,996,680	4,996,680	4,996,680
<u>LEVEL E</u>			
MM/YR REQUIRED	324	324	324
RATE IN S.R.	12,990	12,990	12,990
TOTAL COST/YR SR	4,208,760	4,208,760	4,208,760
<u>LEVEL F</u>			
MM/YR REQUIRED	264	264	264
RATE IN S.R.	11,775	11,775	11,775
TOTAL COST/YR SR	3,108,600	3,108,600	3,108,600
<u>LEVEL G</u>			
MM/YR REQUIRED	564	564	564
RATE IN S.R.	10,365	10,365	10,365
TOTAL COST/YR SR	5,845,860	5,845,860	5,845,860



<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
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LEVEL H

MM/YR REQUIRED	876	876	876
RATE IN S.R.	9,555	9,555	9,555
TOTAL COST/YR SR	8,370,180	8,370,180	8,370,180

LEVEL I

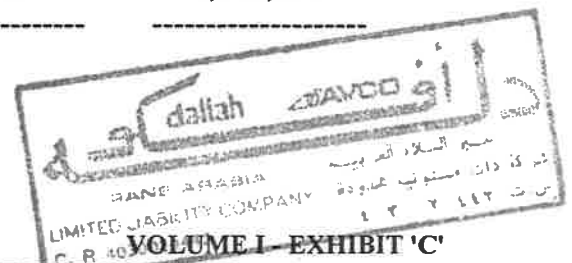
MM/YR REQUIRED	924	924	924
RATE IN S.R.	7,390	7,390	7,390
TOTAL COST/YR SR	6,828,360	6,828,360	6,828,360

LEVEL J

MM/YR REQUIRED	552	552	552
RATE IN S.R.	6,965	6,965	6,965
TOTAL COST/YR SR	3,844,680	3,844,680	3,844,680

LEVEL K

MM/YR REQUIRED	1044	1044	1044
RATE IN S.R.	5,250	5,250	5,250
TOTAL COST/YR SR	5,481,000	5,481,000	5,481,000



VOLUME I - EXHIBIT 'C'
SCHEDULE OF PRICES & QUANTITIES
ATTACHMENT 'D'

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL L</u>			
MM/YR REQUIRED	168	168	168
RATE IN S.R.	4,510	4,510	4,510
TOTAL COST/YR SR	757,653	757,653	757,654
<u>TOTAL MM COST/YR SR</u>	<u>63,333,333</u>	<u>63,333,333</u>	<u>63,333,334</u>
<u>TOTAL MM ALL LEVELS-#</u>	<u>5976</u>	<u>5976</u>	<u>5976</u>

TOTAL ANSS-VI M/M PRICE: SR 190,000,000

SAUDI RIYALS ONE HUNDRED NINETY MILLION



7-2 Logistics Service Charge and Fee Plan

The Contractor will be entitled to charge the Government and will be paid a fee of Twelve Percent (12%) applied to the total cost of materials and services procured by the Contractor outside the Kingdom of Saudi Arabia under the terms of this Contract. This percentage shall be added to shipping, handling charges and insurance. No fee shall be applicable to the cost of materials and services purchased within the Kingdom of Saudi Arabia under the terms of this Contract. Contractor shall include the indirect management costs of In-Kingdom Logistics and Special Cost Items within the other cost of Contract. All fees and charges contained herein and in the following Articles 7-3, 7-4, 7-5, 7-6 and all fees and charges for other services determined to be Special Cost Items in accordance with Volume III, Exhibit H, Article 3-6 shall be included in the total cost of Logistics Materials, and other Special Cost Items as specified in Volume III, Exhibit H, Article 3-7.

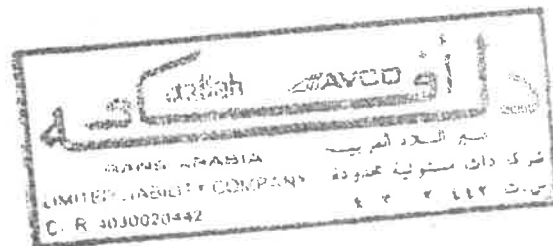
7-3 Out-of-Kingdom Temporary Duty Rates

Temporary duty Out-of-Kingdom, when authorized by the Contracting Officer or his designee, Contractor will be reimbursed for the following elements of cost, if applicable, in accordance with Volume III, Exhibit H, Article 3-5.

- a) Airfare
- b) Training Fees
- c) Per Diem

	<u>TDY MIDDLE EAST</u>	<u>TDY FAR EAST</u>	<u>TDY USA/EUROPE</u>
RATE SR	900	1,200	1,400
	-----	-----	-----

The above per diem rate must be paid to the TDY assignee, in advance and in accordance with the duration of TDY.



VOLUME I - EXHIBIT 'C'
SCHEDULE OF PRICES & QUANTITIES
ATTACHMENT 'D'

7-4 Overtime (Hourly) Rates

The Contractor will be paid at the following rates per hour for authorized overtime hours worked by employees in accordance with Volume III, Exhibit H, Article 3-2.

Billing Level C: Saudi Riyals Sixty Five (SR65.00)
 Billing Level D: Saudi Riyals Sixty One (SR61.00)
 Billing Level E: Saudi Riyals Fifty Eight (SR58.00)
 Billing Level F: Saudi Riyals Fifty (SR50.00)
 Billing Level G: Saudi Riyals Forty Four (SR44.00)
 Billing Level H: Saudi Riyals Thirty Eight (SR38.00)
 Billing Level I: Saudi Riyals Twenty Four (SR24.00)
 Billing Level J: Saudi Riyals Eighteen (SR18.00)
 Billing Level K: Saudi Riyals Eleven (SR11.00)
 Billing Level L: Saudi Riyals Ten (SR10.00)



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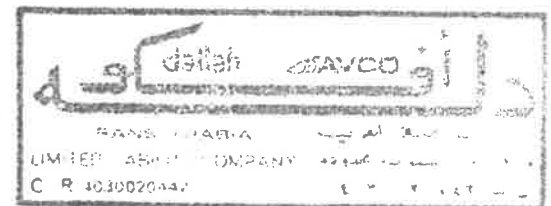
7-5 Support Staff Rate Entitlement

The Contractor will be entitled to charge the Government and will be paid a fee of Five Percent (5%) applied to all reimbursable costs for Support Staff employed by the Contractor in accordance with Volume III, Exhibit H, Article 3-3 of this Contract.

7-6 Support Staff Categories & Salaries Schedule

CATEGORY	AUTHORIZED TOTAL OF EACH CATEGORY	MINI- MUM	MAXI- MUM	HOUSING	TRANS- PORT	OTHER BENEFITS
A	9	SR5,501	SR8,000	TWO MOS SALARIES PER YEAR	10% OF THE MONTHLY BASIC SALARY	
B	37	SR3,586	SR5,500	TWO MOS SALARIES PER YEAR	10% OF THE MONTHLY BASIC SALARY	
C	74	SR2,500	SR3,585	TWO MOS SALARIES PER YEAR	10% OF THE MONTHLY BASIC SALARY	
TOTAL	120 POSITIONS					

REMARKS: TOTAL AUTHORIZED NUMBER OF SUPPORT STAFF SAUDIS FOR ALL CATEGORIES IS 120 POSITIONS ONLY.



VOLUME I - EXHIBIT 'C'
SCHEDULE OF PRICES & QUANTITIES
ATTACHMENT 'D'

VOLUME - I
AIR NAVIGATION SYSTEM SUPPORT
EXHIBIT D - MANAGEMENT AND OPERATIONS PLANS
TABLE OF CONTENTS

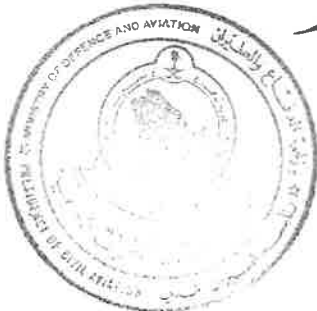
<u>ARTICLE</u>	<u>T I T L E</u>	<u>PAGE NO.</u>
1	MANAGEMENT AND OPERATIONS PLANS	1 of 6
1-1	GENERAL	1 of 6
1-2	FORMAT AND CONTENT	1 of 6



EXHIBIT 'D'
MANAGEMENT AND OPERATIONS PLANS

1 MANAGEMENT AND OPERATIONS PLANS

- 1-1 **General:** The plans shall include the Contractor's plan of action for the accomplishment of the Statement of Work (SOW) and Scope of Services, and define how the Contractor will manage, plan, schedule, and monitor the key events during Contract performance. The program plan identified by the Contractor shall form a part of the Contract, and the Contractor's performance will be monitored for compliance. The Government reserves the right to accept and/or reject any or all of the Program Plan identified/submitted by the Contractor.
- 1-2 **Format and Content:** The Management and Operations Plan shall be divided into the following parts, such division being clearly identifiable through the use of dividers or similar techniques:
- 1-2-1 **Contractor's Background and Expertise:** Describe the Contractor's past experience in programs of similar and same nature. If the Contractor is an association consisting of two (or more) separate entities, he shall also describe programs of a similar and same nature, including contracts or related activities undertaken by each of the entities involved in the association.
- 1-2-2 **Facilities and Company Resources:** Describe the facilities and company resources available for the commitment to the total performance of the Services described in Volume II, Statement of Work (SOW) and Volume III, Scope of Services.
- 1-2-3 **Program Plan:** The Management and Operations Plan shall include the Contractor's program plan for the accomplishment of key events and activities required for the performance of the Services described in Volume II, Statement of Work (SOW) and Volume III, Scope of Services, including but not limited to the following:



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1-2-3-1 **Recruitment Plan:** The Recruitment Plan shall describe how the Contractor proposes to:

- a) Solicit applications from candidates for employment under the contract;
- b) Determine the suitability of applicants in terms of qualifications, experience, personality and legal eligibility;
- c) Provide orientation to successful applicants;
- d) Process applications expeditiously.

The Recruitment Plan shall include a description of the Contractor's existing and proposed recruitment operations including schedule of hiring rate by level, and the **names of Contractor key personnel who will be incharge of the recruitment plan.**

1-2-3-2 **Mobilization Plan:** The Mobilization Plan shall describe how the Contractor proposes to ensure that his organization is capable of performing the specified Services from the specified start date for the provision of those Services. Activities described shall include, but not be limited to:

- a) Securing necessary visas and work permits for personnel.
- b) Establishment and availability of Contractor representative in-Kingdom.
- c) Kingdom orientation and cultural familiarization program for foreign employees and dependents prior to arrival in the Kingdom.
- d) Initial life support facilities to be extended to employees.
- e) Job familiarization program for employees.



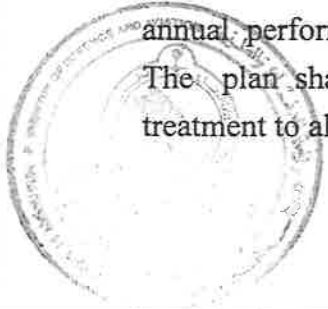
1-2-3-3 **Operations Phase-In Plan:** The Operations Phase-In Plan shall describe how the Contractor proposes to replace with its own personnel and services the personnel and services currently provided to the Government by the incumbent Contractor. The Plan shall include provisions which ensure the minimum disruption of the Presidency of Civil Aviation's day-to-day operations, and shall include a time-phased, prioritized program of hand-over activities.

1-2-3-4 **Technical Support Plan:** The Technical Support Plan shall describe how the Contractor proposes to maximize the performance of its man-month personnel in the discharge of their operational and training duties. The Plan shall also describe the Contractor's approach towards the implementation of Contractor initiated programs, including but not limited to management, advisory, self-evaluation programs. The Plan shall include details of the Contractor's existing and proposed technical support operations, including their relationships with other elements in the Contractor's organization, and the **names of Contractor key personnel who will be incharge of technical support plan.**

1-2-3-5 **Saudiization Plan:** The Saudiization Plan shall describe how the Contractor proposes to Saudiize his own work-force employed under the Contract, and to actively work towards the replacement of Contract personnel with Saudi National personnel. The plan shall include details of a comprehensive Saudiization schedule covering the entire Contract period in accordance with Exhibit K, Saudiization Plan of this Contract.

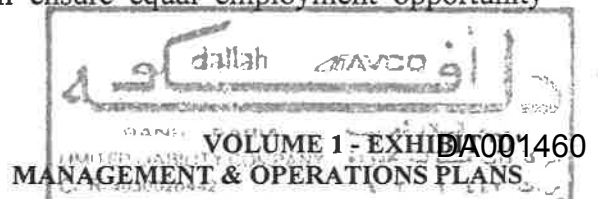
1-2-3-6 **Logistics Support Plan:** The Logistics Support Plan shall describe how the Contractor proposes to provide the Logistics Services specified in Volume II, Statement of Work (SOW). The Plan shall include details of the Contractor's existing and proposed Logistics operations including their relationships with other elements in the Contractor's organization, and the **names of Contractor key personnel who will be incharge of logistics support plan.**

1-2-3-7 **Salary/Merit Increase Plan:** The salary increase plan shall describe how the Contractor proposes to provide incentives in the form of salary increases in relation to annual performance evaluations as referenced in Article 2-3-2 of Exhibit H, Volume III. The plan shall include provisions which will ensure equal employment opportunity treatment to all contract employees.



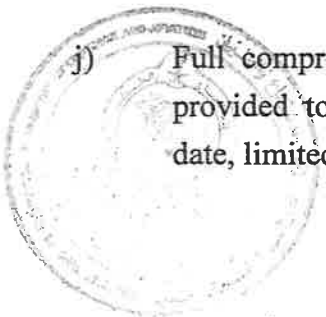
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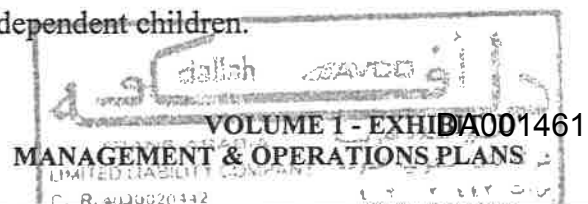


1-2-3-8 **Employee/Industrial Relations and Life Support Plan:** The Employee/ Industrial Relations and Life Support Plan shall describe how the Contractor proposes to maintain a harmonious relationships with its employees and between its employees, and provide for the life support needs of employees and their dependents. The Plan shall include, but not limited to such details as:-

- a) Industrial Relations policies and philosophy.
- b) Benefits and services (other than salary) to be provided to employees and their in-Kingdom dependents.
- c) Standard of furnished-housing or appropriate housing allowance including hospitality kit, to be provided to employees and their in-Kingdom dependents.
- d) Messing facilities and services or appropriate food allowance, to be provided to employees, (K & L Levels only).
- e) Transportation-to-work facilities and services or appropriate transportation allowance, be provided to employees for routine and non-routine work.
- f) Communications, including international telephone facilities, to be provided to employees.
- g) Yearly vacation transportation, round trip economy ticket, to be provided to employees and their in-Kingdom dependents.
- h) Recreation facilities and transportation to be provided to employees and their in-Kingdom dependents, to include but not be limited to school and shopping bus and miscellaneous.
- i) Education benefits shall be provided to the Married Status employee's authorized dependent children, limited to a total of two (2) dependent children either in-Kingdom, out-of-Kingdom or a combination thereof. The Contractor shall pay a reasonable stipend toward the school costs for authorized out-of-Kingdom dependents.
- j) Full comprehensive medical facilities and life, work, insurance schemes, to be provided to employees and their dependents, from the hire date to the departure date, limited to the spouse and three (3) dependent children.



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k) In-Kingdom, TDY: The Contractor shall provide to employees a schedule of per diem rate(s) for In- Kingdom temporary duties.

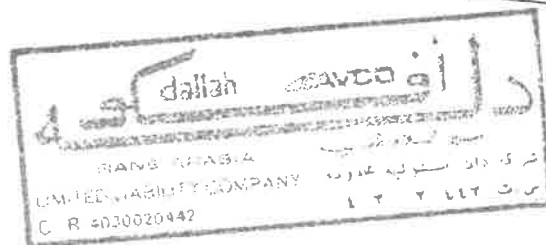
l) Other benefits and services.

The Plan shall include details of the Contractors existing and proposed Employee/Industrial Relations organization structure, including their relationships with other elements of the Contractors organization, and the names of Contractor key personnel who will be in charge of Employee/Industrial Relations Plan.

1-2-3-9 Customer Relations Plan: The Customer Relations Plan shall describe how the Contractor proposes to establish and retain throughout the life of the Contract a close working relationship with the Government and to be responsive to the Government's requirements for submission of information, identification and resolution of problems affecting the program, and general quality control over the services provided to the Government.

1-2-3-10 Key Personnel: The Contractor shall provide career resumes of key personnel, including those called for in Articles 1-2-3-1, 1-2-3-4, 1-2-3-6 and 1-2-3-8 herein, which he proposes to deploy on a full time basis in support of this program. The Contractor shall also provide resumes of man-months personnel proposed for the primary management (Level A) positions as set forth in Volume II.

1-2-4 Subcontractor Information: The Contractor shall provide a list of prospective subcontractors, subject to the provisions of Volume I, Exhibit B, General Conditions, Article 4, together with information on each subcontractor in accordance with the requirements of Articles 1-2-1, 1-2-2, and 1-2-3 herein.



- 1-2-5 **Contractor Aircraft Service Plan:** The Contractor Aircraft Service Plan shall describe how the Contractor proposes to provide a Contractor owned or leased aircraft. The plan shall also describe the proposed aircraft daily flight schedules throughout the Kingdom in accordance with Exhibit F, Attachment A, Article 1-9.
- 1-2-6 **Combination Index and Requirements Cross-Reference:** The Contractor shall provide a Combination Index and Requirements cross-reference to permit each requirement in Volume I, Volume II and Volume III (General Conditions, Financial Conditions, and Statement of Work (SOW) and Scope of Services respectively) to be readily identified with the Article(s) of the Contract. This combination index shall consist of a cross-reference from Contractor's submittal to the Contract and the Contract to the Contractor's submittal.
- 1-2-7 **Other Information:** The Contractor is permitted to provide any other information which he feels will be of assistance to the Government in evaluating his performance.

The Contractor must be aware that the Management and Operation Plans, including its amendment/revision, submitted by the Contractor shall be an integral part of the Contract, and the implementation of all these proposal/plans shall be subject to penalty clause defined in Volume I, Exhibit B, Article 48 and Article 36 of the Government Procurement Law.



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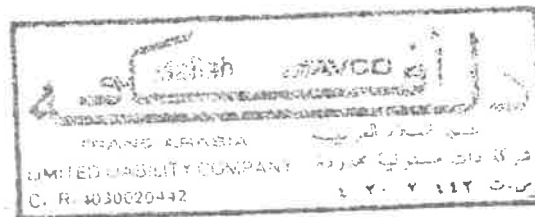
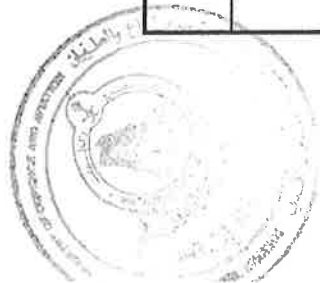


EXHIBIT 'D'
CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 'A'

1 CONTRACT DATA REQUIREMENTS LIST

DID NO.	DATA ITEM	DATE(S) AND FREQUENCY OF SUBMISSION	NO. OF COPIES	PCA APPROVAL REQUIRED	APPROVAL LEAD TIME	CONTRACT REFERENCE
001	Mobilization Status Report	Two (2) weeks after Award of the Contract and every week thereafter for the first 3 months of the Contract	3	No	N/A	Exhibit H Art 2-2
002	Employee Probation Procedure	Thirty (30) days after Contract start date	3	Yes	15 days per submission	Exhibit H Art 2-3-1
003	Employee Annual Performance Evaluation Procedure	Thirty (30) days after Contract start date	3	Yes	15 days per submission	Exhibit H Art 2-3-2
004	Joint Staffing Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter	As directed by the Contracting Officer	Yes	15 days per submission	Exhibit H Art 2-10
005	Saudiization Plan	Sixty (60) days after Contract start date	3 Preliminary 10 Final	Yes	30 days per submission	Exhibit K Art 1-2
006	Program Plan	Ninety (90) days after Contract start date	5 Preliminary 10 Final	Yes	30 days per submission	Exhibit D Art. 1-2-3 Exhibit H Art .4-3



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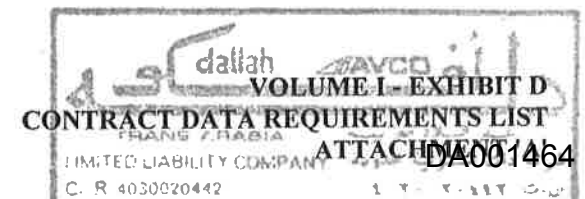


EXHIBIT 'D'
CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 'A'

1 CONTRACT DATA REQUIREMENTS LIST

007	Contractor Monthly Activity Report	Monthly, on or before 10 th day of the month, commencing the first month after Contract start date	As directed by the Contracting Officer	No	N/A	Exhibit H Art 4-5
008	Quarterly Progress Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter	As directed by the Contracting Officer	Yes	15 days per submission	Exhibit H Art 4-6-1
009	In-Kingdom Logistics Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter	As directed by the Contracting Officer	Yes	15 days per submission	Exhibit G Art . 1-2-5
010	Procurement Supply and Financial Report	Thirty (30) days after Contract start date and monthly thereafter	3	Yes	15 days per submission	Exhibit G Art 1-3-8
011	Contractor Inventory Reporting System	To be determined later	3	Yes	15 days	Exhibit G Art 1-9-1-3
012	Logistics Annual Reconciliation Documentation	Within ninety (90) days after end of each year of the Contract	3	Yes	30 days	Exhibit C Art 3-2
013	Logistics Reconciliation Procedures	Within ninety (90) days after Contract start date	3	Yes	15 days	Exhibit C Art 3
014	Logistics Final Reconciliation Documentation	Once - within ninety (90) days after end of each year of Contract	3	Yes	At Contracting Officer's Discretion	Exhibit C Art 3-4

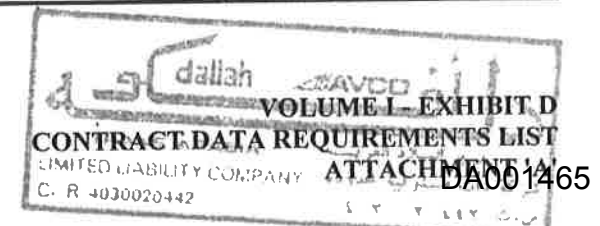


EXHIBIT 'D'
CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 'A'

1 CONTRACT DATA REQUIREMENTS LIST

015	Man-months Annual Reconciliation Documentation	Within ninety (90) days after end of each year of Contract	3	Yes	30 days	Exhibit C Art 2-2
016	Man-months Final Reconciliation Documentation	Once - within ninety (90) days after end of third year of Contract	3 Preliminary	Yes	At Contracting Officer's Discretion	Exhibit C Art 2-5
017	Contractor's Updated Phase-In Plan	Once - within ninety (90) days after award of the Contract	3 Preliminary 10 Final	Yes	15 days	Exhibit H Art 4-3-4
018	Contractor's Phase-Out Plan Completion of Work	Minimum three (3) submissions - 1) Eighteen (18) months after Contract start date 2) Twenty-four (24) months after Contract start date 3) Thirty (30) months after Contract start date	3 1 st Sub 3 2 nd Sub 10 Final Sub	Yes	30 days each submission	Exhibit H Art 4-6-2
019	Correspondence Index	Commencing ninety (90) days after award of the Contract and quarterly thereafter	As directed by the Contracting Officer	Yes	15 days	Exhibit H Art 4-6-3

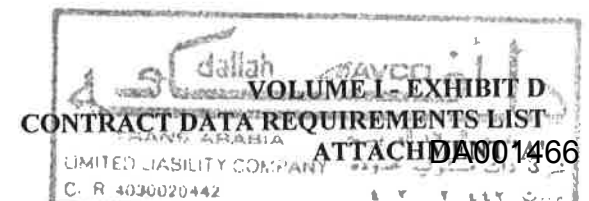


EXHIBIT 'D'
CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 'A'

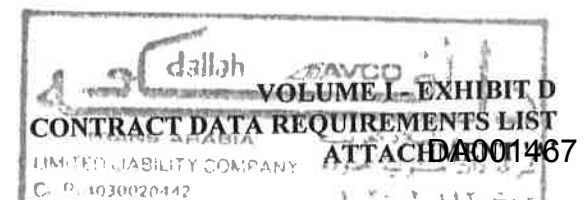
1 CONTRACT DATA REQUIREMENTS LIST

020	Employee's housing & transportation facilities	Sixty (60) days after award of contract and semi-annual thereafter	3	Yes	30 days per submission	Exhibit H Article 2-15/2-16
021	Employee's and dependent's medical care and hospitalization	Sixty (60) days after award of contract and semi-annual thereafter	3	Yes	30 days per submission	Exhibit D Art 1-2-3-8-I
022	In-kingdom temporary duty assignment (TDY)	Ninety (90) days after award of Contract and quarterly thereafter	3	Yes	15 days per submission	Exhibit F Art 1-10
023	Transportation -Pool Vehicles	Sixty (60) days after award of contract and semi-annual thereafter	3	Yes	30 days per submission	Exhibit H Art 2-16
024	Contractor aircraft	Thirty (30) days after award of contract and quarterly thereafter	3	Yes	30 days	Exhibit F Art 1-9
025	Contractor Personnel Policy	Thirty (30) days after awarding of contract and annual thereafter	3	Yes	15 days per submission	Exhibit D Art. 1-2-3-8 Exhibit H Art. 2-1-7



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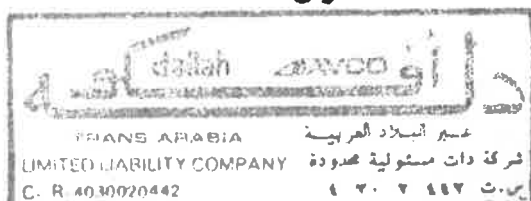


المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق (أ)

صفحة ١ من ٥

رقم الوثيقة	بند المعلومات	موعد وتاريخ التقديم	عدد النسخ	موافقة الرئاسة المطلوبة؟	المدة المطلوبة للموافقة	المرجع في العقد
٠٠١	تقرير وضع التعبئة	اسبوعين من ترسية العقد وكل اسبوع بعد ذلك للثلاثة أشهر الأولى من العقد	٣	لا	لا تنطبق	الباب ح المادة ٢-٢
٠٠٢	إجراءات فترة إختبار الموظفين	(٣٠) ثلاثين يوماً من تاريخ بداية العقد	٣	نعم	١٥ يوم للتقديم	الباب ح المادة ١-٣-٢
٠٠٣	إجراءات تقييم الأداء السنوي للموظف	(٣٠) ثلاثين يوماً من تاريخ بداية العقد	٣	نعم	١٥ يوم للتقديم	الباب ح المادة ٢-٣-٢
٠٠٤	المراجعة المشتركة للتعبئة الوظيفية (محضر)	(٣) ثلاث أشهر من تاريخ بداية العقد وكل ثلاث أشهر بعد ذلك	حسب توجيهات مندوب الحكومة	نعم	١٥ يوم للتقديم	الباب ح المادة ١٠-٢
٠٠٥	خطة السعودة	(٦٠) ستين يوماً من تاريخ بداية العقد	٣ مبدئية ١٠ نهائية	نعم	٣٠ يوم للتقديم	الباب " ك " المادة ٢-١

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 قائمة وثائق المعلومات المطلوبة في العقد
 المرفق "أ"



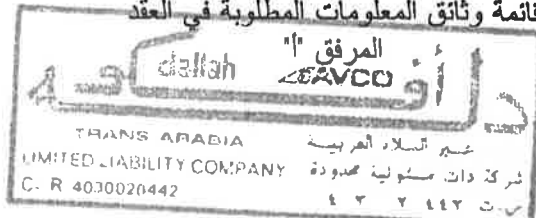
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المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق (أ)

صفحة ٢ من ٥

رقم الوثيقة	بند المعلومات	موعد وتاريخ التقديم	عدد النسخ	موافقة الرئاسة المطلوبة؟	المدة المطلوبة للموافقة	المرجع في العقد
٠٠٦	خطة البرنامج	(٩٠) تسعين يوماً من تاريخ توقيع العقد	٣ مبدئية ١٠ نهائية	نعم	٣٠ يوم للتقديم	الباب د المادة ١-٢-٣ الباب ح المادة ٤-٣
٠٠٧	تقرير النشاط الشهري للمقاول	شهرياً في اليوم العاشر من الشهر أو قبل ذلك وتبدأ من الشهر الأول من تاريخ بداية العقد	حسب توجيهات مندوب الحكومة	لا	لا تنطبق	الباب ح المادة ٤-٥
٠٠٨	المراجعة الربع سنوية لسير العمل (محضر)	(٣) ثلاث أشهر من تاريخ بداية العقد وكل ثلاثة أشهر بعد ذلك	حسب توجيهات مندوب الحكومة	نعم	١٥ يوم للتقديم	الباب ح المادة ٤-٦-١
٠٠٩	مراجعة الإمدادات الداخلية (محضر)	(٣) ثلاث أشهر من تاريخ بداية العقد وكل ثلاث أشهر بعد ذلك	حسب توجيهات مندوب الحكومة	نعم	١٥ يوم للتقديم	الباب ز المادة ١-٢-٥
٠١٠	التقرير المالي وتجهيز المشتريات	(٣٠) ثلاثين يوماً من تاريخ بداية العقد وشهرياً بعد ذلك	٣	نعم	١٥ يوم للتقديم	الباب ز المادة ١-٣-٨

المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد



المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق (أ)

صفحة ٣ من ٥

رقم الوثيقة	بند المعلومات	موعد وتاريخ التقديم	عدد النسخ	موافقة الرئاسة المطلوبة؟	المدة المطلوبة للموافقة	المرجع في العقد
٠١١	نظام تقرير المقاول للمخزون	يحدد فيما بعد	٣	نعم	١٥ يوم	الباب ز المادة ١-٩-٣
٠١٢	وثائق التسوية السنوية للإمدادات	خلال (٩٠) تسعين يوماً من نهاية كل سنة من سنوات العقد	٣	نعم	٣٠ يوم	الباب ج المادة ٢-٣
٠١٣	إجراءات تسوية الإمدادات	خلال (٩٠) تسعين يوماً من تاريخ بداية العقد	٣	نعم	١٥ يوم	الباب ج المادة ٣
٠١٤	وثائق التسوية النهائية للإمدادات	مرة - خلال (٩٠) تسعين يوماً من نهاية كل سنة من سنوات العقد	٣	نعم	حسب تقدير مندوب الحكومة	الباب ج المادة ٣-٤
٠١٥	وثائق التسوية السنوية للعمالة الشهرية	خلال (٩٠) تسعين يوماً من نهاية كل سنة من سنوات العقد	٣	نعم	٣٠ يوم	الباب الثالث المادة ٢-٢

المجلد الأول - الباب د
 قائمة وثائق المعلومات المطلوبة في العقد
 المرفق ١٠



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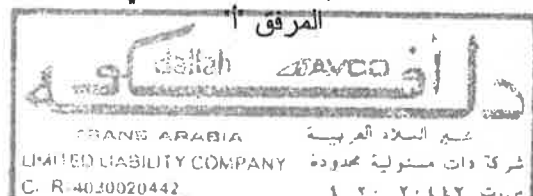
المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق (أ)

صفحة ٤ من ٥

رقم الوثيقة	بند المعلومات	موعد وتاريخ التقديم	عدد النسخ	موافقة الرئاسة المطلوبة؟	المدة المطلوبة للموافقة	المرجع في العقد
١٦٠	وثائق التسوية النهائية للعمالة الشهرية	مرة - خلال (٩٠) تسعين يوماً من نهاية السنة الثالثة للعقد	٣ مبدئية	نعم	حسب تقدير مندوب الحكومة	الباب ج المادة ٢-٥
١٧٠	خطة المقاول الحديثة لمراحل بدء التشغيل	مرة - خلال (٣٠) ثلاثين يوماً من ترسية العقد	٣ مبدئية ١٠ نهائية	نعم	١٥ يوم	الباب ح المادة ٣-٤-٤
١٨٠	خطة المقاول لمراحل اكتمال العمل	ما لا يقل عن ثلاث مرات تقديم: ١- (١٨) ثمانية عشر شهراً من تاريخ بداية العقد. ٢- (٢٤) أربعة وعشرون شهراً من تاريخ بداية العقد. ٣- (٣٠) ثلاثين شهراً من تاريخ بداية العقد.	٣ التقديم الأول ٣ التقديم الثاني ٣ التقديم النهائي	نعم	٣٠ يوم لكل تقديم	الباب ح المادة ٤-٦-٢
١٩٠	فهرس المراسلات	يبدأ بعد (٩٠) تسعين يوماً من ترسية العقد وكل (٣) ثلاثة أشهر بعد ذلك	حسب توجيهات مندوب الحكومة	نعم	١٥ يوم	الباب ح المادة ٤-٦-٢

الباب "د"

المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق "أ"



DA001472

المجلد الأول - الباب د
قائمة وثائق المعلومات المطلوبة في العقد
المرفق (أ)

صفحة ٥ من ٥

رقم الوثيقة	بند المعلومات	موعد وتاريخ التقديم	عدد النسخ	موافقة الرئاسة المطلوبة؟	المدة المطلوبة للموافقة	المرجع في العقد
٠٢٠	السكن ومرافق النقل للموظفين	(٦٠) ستين يوماً بعد الترسية ونصف سنوي بعد ذلك	٣	نعم	٣٠ يوم لكل تقديم	الباب "ح" مادة ١٦-٢/١٥-٢
٠٢١	الرعاية الطبية والعلاج للموظف وأفراد عائلته	(٦٠) ستين يوماً بعد الترسية ونصف سنوي بعد ذلك	٣	نعم	٣٠ يوم لكل تقديم	الباب "د" المادة ١-٨-٣-٢-١
٠٢٢	الانتداب المؤقت داخل المملكة (TDY)	(٩٠) تسعين يوم بعد الترسية وربع سنوي بعد ذلك	٣	نعم	١٥ يوم لكل تقديم	الباب "و" مادة ١٠-١
٠٢٣	النقل - سيارات نقل الموظفين	(٦٠) ستين يوماً بعد الترسية ونصف سنوي بعد ذلك	٣	نعم	٣٠ يوم لكل تقديم	الباب "ح" المادة ١٦-٢
٠٢٤	طائرة المقاول	(٣٠) ثلاثين يوم بعد الترسية وربع سنوي بعد ذلك	٣	نعم	٣٠ يوم	الباب "و" المادة ٩-١
٠٢٥	سياسات العلاقات العمالية للمقاول	(٣٠) ثلاثين يوم بعد الترسية وسنوي بعد ذلك	٣	نعم	١٥ يوم لكل تقديم	الباب (د) المادة ٨-٣-٢-١ الباب (ح) المادة ٧-١-٢